

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

## **RFP No: 3558**

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INVITATION: Sealed proposals, subject to the attached conditions, will be received at this office until **September 22, 2008@ 3:00 p.m.** local time for the acquisition of the products/services described below for Mississippi State Department of Health.

Acquisition of services from a qualified Vendor to provide an integrated software solution and implementation services for a comprehensive, statewide, Immunization and Disease Surveillance System.

**MANDATORY VENDORS' CONFERENCE:** Thursday, August 21, 2008 at 10:00 a.m. Central Time, Mississippi Department of Information Technology Services, Robert G. Clark, Jr. Building, 4<sup>th</sup> floor classroom, 301 North Lamar Street, Jackson, Mississippi 39201

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

Donna Hamilton  
Technology Consultant  
Information Technology Services  
Suite 508, 301 N. Lamar Street  
Jackson, MS 39201-1495  
(601) 359-9613  
Donna.Hamilton@its.ms.gov

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

PROPOSAL, SUBMITTED IN RESPONSE TO  
RFP NO. 3558  
due September 22, 2008 @ 3:00 p.m.,  
ATTENTION: Donna Hamilton

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**David L. Litchliter**  
**Executive Director, ITS**

## ITS RFP Response Checklist

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RFP Response Checklist: These items should be included in your response to RFP 3558.

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

## Table of Contents

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|                                                                   |                   |
|-------------------------------------------------------------------|-------------------|
| SECTION I .....                                                   | 4                 |
| SUBMISSION COVER SHEET & CONFIGURATION SUMMARY .....              | 4                 |
| PROPOSAL BONDS .....                                              | 5                 |
| SECTION II .....                                                  | 6                 |
| PROPOSAL SUBMISSION REQUIREMENTS .....                            | 6                 |
| SECTION III .....                                                 | 10                |
| VENDOR INFORMATION .....                                          | 10                |
| SECTION IV .....                                                  | 14                |
| LEGAL AND CONTRACTUAL INFORMATION .....                           | 14                |
| SECTION V .....                                                   | 27                |
| PROPOSAL EXCEPTIONS .....                                         | 27                |
| PROPOSAL EXCEPTION SUMMARY FORM .....                             | 29                |
| SECTION VI .....                                                  | 30                |
| RFP QUESTIONNAIRE .....                                           | 30                |
| SECTION VII .....                                                 | 33                |
| TECHNICAL SPECIFICATIONS .....                                    | 33                |
| SECTION VIII .....                                                | 140               |
| COST INFORMATION SUBMISSION .....                                 | 140               |
| SECTION IX .....                                                  | 145               |
| REFERENCES .....                                                  | 145               |
| REFERENCE FORM .....                                              | 146               |
| SUBCONTRACTOR REFERENCE FORM .....                                | 147               |
| EXHIBIT A .....                                                   | 148               |
| STANDARD CONTRACT .....                                           | 148               |
| EXHIBIT B .....                                                   | Separate Document |
| CDC TECHNICAL GUIDELINES FOR HIV/AIDS SURVEILLANCE PROGRAMS ..... | Separate Document |
| EXHIBIT C .....                                                   | Separate Document |
| MSDH STANDARD DATABASE DESIGN LIFECYCLE .....                     | Separate Document |

## SECTION I

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

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

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

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

Name (typed or printed)

Title

Company name

Physical address

State of Incorporation

## CONFIGURATION SUMMARY

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

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## **PROPOSAL BONDS**

Please refer to Item No. 36, “Proposal Bond” in Section IV to determine if a Proposal Bond is required for this procurement. If required, please attach the bond here.

## SECTION II PROPOSAL SUBMISSION REQUIREMENTS

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

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

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

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

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

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

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

answers will become addenda to this RFP, and they will be posted to the **ITS** web site.

**Vendors failing to comply with this requirement will be subject to disqualification.**

- 13.1 The State's contact person for the selection process is: Donna Hamilton, Technology Consultant, 301 North Lamar Street, Ste. 508, Jackson, MS 39201, 601-359-9613, Donna.Hamilton@its.ms.gov.
- 13.2 Vendor may consult with State representatives as designated by the State's contact person identified in 13.1 above in response to State-initiated inquiries. Vendor may consult with State representatives during scheduled oral presentations and demonstrations excluding site visits.

## **SECTION III VENDOR INFORMATION**

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

**1. Interchangeable Designations**

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

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

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

**3. Proposal as Property of State**

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

**4. Written Amendment to RFP**

Any interpretation of an ITS RFP will be made by written amendment only. The State will not be responsible for any other explanation of this RFP. A copy of any amendment will be posted on the ITS website, together with the associated RFP specification. Vendors are required to check the ITS website periodically for RFP amendments before the proposal opening date at: [http://www.its.ms.gov/rfps/rfps\\_awaiting.shtml](http://www.its.ms.gov/rfps/rfps_awaiting.shtml).

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

**5. Oral Communications Not Binding**

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

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

Vendors must ensure, through reasonable and sufficient follow-up, proper compliance with, and fulfillment of all schedules and deliverables specified within the body of this RFP. The State will not be responsible for the failure of any delivery medium for

submission of information to or from the Vendor, including but not limited to, public and private carriers, U.S. mail, Internet Service Providers, facsimile, or e-mail.

7. **Evaluation Criteria**

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

8. **Multiple Awards**

ITS reserves the right to make multiple awards.

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

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

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

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

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

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

12. **Right to Request Information**

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

13. **Vendor Personnel**

For RFPs including professional services specifications, the Vendor will be required to

provide and/or certify the following for each individual included in the Vendor's proposal:

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

14. **Vendor Imposed Constraints**

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

15. **Best and Final Offer**

The State reserves the right to solicit Best and Final Offers (BAFOs) from Vendors, principally in situations in which proposal costs eclipse available funding or the State believes none of the competing proposals presents a Best Value (lowest and best proposal) opportunity. Situations warranting solicitation of a BAFO will be considered

an exceptional practice for any procurement. Vendors that remain in a competitive range within an evaluation may be requested to tender Best and Final Offers, at the sole discretion of the State. All such Vendors will be provided an equal opportunity to respond with a Best and Final Offer under a procedure to be defined by the State that encompasses the specific, refined needs of a project, as part of the BAFO solicitation. The State may re-evaluate and amend the original project specifications should it be deemed necessary in order to improve the opportunity for attaining Best Value scenarios from among the remaining competing Vendors. All BAFO proceedings will be uniformly conducted, in writing and subject to solicitation by the State and receipt from the Vendors under a precise schedule.

16. **Restriction on Advertising**

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

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

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

18. **Additional Information to be Included**

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

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

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

## SECTION IV LEGAL AND CONTRACTUAL INFORMATION

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

1. **Acknowledgment Precludes Later Exception**

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

2. **Failure to Respond as Prescribed**

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

3. **Contract Documents**

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

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

4. **Order of Precedence**

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

5. **Additional Contract Provisions**

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

6. **Contracting Agent by Law**

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

7. **Mandatory Legal Provisions**

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

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

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

7.3.1 Infringement issues;

7.3.2 Bodily injury;

7.3.3 Death;

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

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

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

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

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

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

**8. Approved Contract**

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

**9. Contract Validity**

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

**10. Order of Contract Execution**

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

**11. Availability of Funds**

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

**12. CP-1 Requirement**

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

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

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

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

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

**14. Time For Negotiations**

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

and begin negotiations with the next ranked Vendor immediately or pursue any other option.

- 14.2 Negotiations shall be limited to items to which the Vendor has noted as exceptions on their Proposal Exception Summary Form, as well as any new items that the State may require. All contract changes requested by the Vendor related to such exceptions noted in Vendor's proposal shall be submitted three (3) working days prior to scheduled negotiations, unless ITS consents to a different period.
15. **Prime Contractor**  
The selected Vendor will be designated the prime contractor in the proposal, and as such, shall be solely responsible for all products/services offered in the proposal and for the fulfillment of the contract with the State.
16. **Sole Point of Contact**  
ITS will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
- 16.1 The Vendor must acknowledge and agree that in matters of proposals, clarifications, negotiations, contracts and resolution of issues and/or disputes, the Vendor represents all contractors, third parties and/or subcontractors the Vendor has assembled for this project. The Vendor's commitments are binding on all such parties and consequently the State is only required to negotiate with the Vendor.
- 16.2 Furthermore, the Vendor acknowledges and agrees to pass all rights and/or services related to all general consulting, services leasing, software licensing, warranties, hardware maintenance and/or software support to the State from any contractor, third party or subcontractor without the State having to negotiate separately or individually with any such parties for these terms or conditions.
- 16.3 Should a proposing Vendor wish to assign payment of any or all charges resulting from this contract to a third party, Vendor must disclose that fact in his/her proposal, along with the third party's name, address, nature of business, and relationship to the proposing Vendor, the reason for and purpose of the assignment, and all conditions of the assignment, including but not limited to a copy of an assignment document to be executed by the State, the Vendor, and the third party. Such assignments will be accepted or rejected at the sole discretion of the State. Vendor must clearly and definitively state in his/her proposal whether the proposal is contingent upon the requested assignment of payments. Whenever any assignment of payment is requested, the proposal, contract, and assignment document must include language specifically guaranteeing that the proposing Vendor is solely and fully liable and responsible for the performance of its obligations under the subject

contract. No assignment of payment will be considered at the time of purchase unless such assignment was fully disclosed in the Vendor's proposal and subsequently accepted by the State.

17. **ITS Approval of Subcontractor Required**

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

18. **Inclusion of Subcontract Agreements**

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

19. **Negotiations with Subcontractor**

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

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

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

21. **Outstanding Vendor Obligations**

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

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

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

- 28.2        The State may be willing to grant the Vendor a nonexclusive license to use the State's software subject to devising acceptable terms and license fees. This requirement is a matter of State Law, and not negotiable.
29.        **Ownership of Custom Tailored Software**  
In installations where the Vendor's intellectual property is modified and custom-tailored to meet the needs of the State, the Vendor must offer the State an application license entitling the State to use, and/or alter the software without restriction. These requirements apply to source code, object code and documentation.
30.        **Terms of Software License**  
The Vendor acknowledges and agrees that the term of all software licenses provided to the State shall be perpetual unless stated otherwise in the Vendor's proposal.
31.        **The State is Licensee of Record**  
The Vendor must not bypass the software contracting phase of a project by licensing project software intended for State use in its company name. Upon award of a project, the Vendor must ensure that the State is properly licensed for all software that is proposed for use in a project.
32.        **Remote Access via Virtual Private Network**  
Vendor must understand that the State of Mississippi's Enterprise Security Policy mandates that all remote access to and/or from the State network must be accomplished via a Virtual Private Network (VPN). If remote access is required at any time during the life of this Agreement, Vendor and the State agree to implement/maintain a VPN for this connectivity. This required VPN must be IPSec-capable (ESP tunnel mode) and will terminate on a Cisco VPN-capable device (i.e. VPN concentrator, PIX firewall, etc.) on the State's premises. Vendor agrees that it must, at its expense, implement/maintain a compatible hardware/software solution to terminate the specified VPN on the State's premises. The parties further understand and agree that the State protocol standard and architecture are based on industry-standard security protocols and manufacturer engaged at the time of contract execution. The State reserves the right to introduce a new protocol and architecture standard and require the Vendor to comply with same, in the event the industry introduces a more secure, robust protocol to replace IPSec/ESP and/or there is a change in the manufacturer engaged.
33.        **Negotiating with Next-Ranked Vendor**  
Should the State cease doing business with any Vendor selected via this RFP process, for any reason, the State reserves the right to initiate negotiations with the next ranked Vendor.
34.        **Disclosure of Proposal Information**  
Vendors should be aware that any information in a proposal may be subject to disclosure or reproduction under the Mississippi Public Records Act of 1983, defined in Section 25-61-1 et seq. of the Mississippi Code Annotated. All disclosures of proposal information will be made in compliance with the ITS Public Records Procedures established in

accordance with the Mississippi Public Records Act. The **ITS** Public Records Procedures are available in Section 019-010 of the **ITS** Procurement Handbook, on the **ITS** Internet site at: <http://dsitspe01.its.ms.gov/its/procman.nsf/TOC4?OpenView> or from ITS upon request.

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

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

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

35. **Risk Factors to be Assessed**

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

36. **Proposal Bond**

The Vendor must include a proposal bond in the amount of \$25,000.00 with its RFP proposal.

The security must be in the form of a bond, irrevocable letter of credit, certified check, or cashier's check (hereinafter, "security") payable to the **Mississippi State Department of Health**, to be held by their contracting agent, the Mississippi Department of Information

Technology Services, and must be placed in the front of the Vendor's proposal. The submission of an acceptable security is a condition precedent to a valid proposal, and the amount of the security is not negotiable or contestable. Any proposal received without the security will be rejected and returned to the Vendor without further consideration.

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

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

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

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

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

If a Performance Bond /Irrevocable Bank Letter of Credit is required, the Vendor must procure and submit to ITS, on behalf of Mississippi State Department of Health, with the executed contract, (a) a performance bond from a reliable surety company authorized to do business in the State of Mississippi or (b) an irrevocable bank letter of credit that is acceptable to the State. The Performance Bond or the Irrevocable Letter of Credit shall be for the total amount of the contract or an amount mutually agreed upon by the State

and the successful Vendor and shall be payable to Mississippi State Department of Health, to be held by their contracting agent, the Mississippi Department of Information Technology Services. No contract resulting from this RFP will be valid until the required Performance Bond or Irrevocable Bank Letter of Credit has been received and found to be in proper form and amount. The Vendor agrees that the State has the right to request payment for a partial amount or the full amount of the Irrevocable Letter of Credit/Performance bond should the products/services being procured hereunder not be provided in a manner consistent with this RFP and the Vendor's proposal by the delivery dates agreed upon by the parties. The State may demand payment by contacting the bank issuing the letter of credit or the bonding company issuing the performance bond and making a written request for full or partial payment. The issuing bank/bonding company is required to honor any demand for payment from the State within fifteen (15) days of notification. The letter of credit/performance bond shall cover the entire contract period and shall not be released until completion of the contract or until the warranty period, if any, has expired, whichever occurs last. Vendor must specify the cost of the Performance Bond or Letter of Credit as a separate line item in the *Cost Information Submission*.

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

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

39. **Protests**

The Executive Director of ITS and/or the Board Members of ITS or their designees shall have the authority to resolve Vendor protests in connection with the selection for award of a contract. Copies of the protest procedures are available on the ITS Internet site - ITS Protest Procedure and Policy, Section 019-020, ITS Procurement Handbook at: <http://dsitspe01.its.ms.gov/its/procman.nsf/TOC4?OpenView> or from ITS upon request.

40. **Protest Bond**

Potential Vendors may protest any of the specifications of this RFP on the belief that the specification is unlawful, unduly restrictive, or unjustifiably restraining to competition. Any such protest must be in writing and submitted to the ITS Executive Director along with the appropriate protest bond within five (5) working days of the Official Release of the RFP, as defined in the ITS Protest Procedure and Policy. The outside of the envelope must be marked "Protest" and must specify RFP number 3558.

As a condition precedent to filing any protest related to this procurement, the Vendor must procure, submit to the ITS Executive Director with its written protest, and maintain in effect at all times during the course of the protest or appeal thereof, a protest bond in the full amount of the total estimated project lifecycle cost or \$250,000.00, whichever is less. The total estimated project lifecycle cost will be the amount used by ITS in the

computation of cost points, as the low cost in the denominator of the cost evaluation formula. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the protest bond and shall identify a contact person to be notified in the event that the State is required to take action against the bond. The protest bond shall not be released to the protesting Vendor until the protest is finally resolved and the time for appealing said protest has expired. The protest bond shall be procured at the protesting Vendor's expense and be payable to the Mississippi Department of Information Technology Services. Prior to approval of the protest bond, **ITS** reserves the right to review the protest bond and require the protesting Vendor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by the protesting Vendor. The State may claim against the protest bond as specified in Section 25-53-5 (n) of the Mississippi Code of 1972, as amended during the 1998 Mississippi legislative session, in addition to all other rights and remedies the State may have at law or in equity.

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

**41. Mississippi Employment Protection Act**

Effective July 1, 2008, Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor will agree to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.

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

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

(c) both. Vendor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

## SECTION V PROPOSAL EXCEPTIONS

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

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

Exhibit A, if included herein. As such, Vendors whose proposals, in the sole opinion of the State, reflect a substantial number of material exceptions to this RFP, may place themselves at a comparative disadvantage in the evaluation process or risk disqualification of their proposals.

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

### PROPOSAL EXCEPTION SUMMARY FORM

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

| <b>ITS RFP Reference</b>                                       | <b>Vendor Proposal Reference</b>                                         | <b>Brief Explanation of Exception</b>       | <b>ITS Acceptance (sign here only if accepted)</b> |
|----------------------------------------------------------------|--------------------------------------------------------------------------|---------------------------------------------|----------------------------------------------------|
| (Reference specific outline point to which exception is taken) | (Page, section, items in Vendor's proposal where exception is explained) | (Short description of exception being made) |                                                    |
|                                                                |                                                                          |                                             |                                                    |
|                                                                |                                                                          |                                             |                                                    |
|                                                                |                                                                          |                                             |                                                    |
|                                                                |                                                                          |                                             |                                                    |

## SECTION VI RFP QUESTIONNAIRE

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

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

- 1.1 **SAAS Vendor Code:** Any Vendor who has not previously done business with the State and has not been assigned a SAAS Vendor code should furnish a signed copy of an IRS W-9 form with the proposal. A copy of the W-9 Form can be obtained by going to the ITS website, <http://www.its.ms.gov>, clicking on the "Procurement" button to the left of the screen, selecting "Vendor Information", scrolling to the bottom of the page, and clicking on the link "Forms Required in RFP Responses." Vendors who have previously done business with the State should furnish ITS with their SAAS Vendor code.

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

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

Minority Vendor Self-Certification Form Included: \_\_\_\_\_

Minority Vendor Self-Certification Form Previously Submitted: \_\_\_\_\_

Not claiming Minority or Women Business Enterprise Status: \_\_\_\_\_

2. **Certification of Authority to Sell**

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

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

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

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

4. **Pending Legal Actions**

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

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

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

6. **Order and Remit Address**

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

Order Address:

|  |
|--|
|  |
|--|

Remit Address (if different):

7. **Web Amendments**

As stated in Section III, **ITS** will use the **ITS** website to post amendments regarding RFPs before the proposal opening at [http://www.its.ms.gov/rfps/rfps\\_awaiting.shtml](http://www.its.ms.gov/rfps/rfps_awaiting.shtml). We will post clarifications and Vendor questions received until 12:00 p.m., Central Time, seven days prior to the proposal opening date listed on the cover page of this RFP or the posted extension date, if applicable.

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

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

## **SECTION VII TECHNICAL SPECIFICATIONS**

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

- 1.1 Beginning with Item 3 of this section, label and respond to each outline point in this section as it is labeled in the RFP.
- 1.2 The Vendor must respond with “ACKNOWLEDGED,” “WILL COMPLY” or “AGREED” to each point in this section. In addition, many items in this RFP require detailed and specific responses to provide the requested information. Failure to provide the information requested will result in the Vendor receiving a lower score for that item, or, at the State’s sole discretion, being subject to disqualification.
- 1.3 “ACKNOWLEDGED” should be used when no Vendor response or Vendor compliance is required. “ACKNOWLEDGED” simply means the Vendor is confirming to the State that he read the statement. This is commonly used in the RFP sections where the agency’s current operating environment is described or where general information is being given about the project.
- 1.4 “WILL COMPLY” or “AGREED” are used interchangeably to indicate that the Vendor will adhere to the requirement. These terms are used to respond to statements that specify that a Vendor or Vendor’s proposed solution must comply with a specific item or must perform a certain task.
- 1.5 If the Vendor cannot respond with “ACKNOWLEDGED,” “WILL COMPLY,” or “AGREED,” then the Vendor must respond with “EXCEPTION.” (See Section V, for additional instructions regarding Vendor exceptions.)
- 1.6 Where an outline point asks a question or requests information, the Vendor must respond with the specific answer or information requested.
- 1.7 In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.
- 1.8 On-site attendance at the Vendors’ Conference on Thursday, August 21, 2008 at 10:00 a.m. is mandatory for any Vendor who intends to submit an RFP response. No exceptions will be granted to this requirement. Any proposal received from a Vendor who did not have an authorized representative at the Vendors’ Conference will be rejected.

### **2. General Overview**

MSDH and the Mississippi Department of Information Technology Services (ITS) are issuing this Request for Proposal (RFP) to secure a qualified Vendor, through competitive procedures, to provide an integrated software solution and implementation services for a comprehensive, statewide, Mississippi Immunization and Disease Surveillance System (MIDSS) that will operate within the confines of the existing State IT infrastructure. The

Mississippi State Department of Health's (MSDH) primary charge is to provide statewide services directed at the prevention of diseases and the protection and promotion of the health status of all Mississippians. The agency supports clinics throughout the state in nine (9) public health districts and in all eighty-two (82) counties. MSDH currently has numerous computer systems to assist in carrying out its major programs. However, these systems are not integrated and the data for these programs is maintained in stand-alone databases so there is not a central source for obtaining information on a patient. In addition, many of the systems are past their useful lifecycle.

The purpose of MIDSS is to create a comprehensive system for achieving Public Health Information Network (PHIN) compliance and ensure that the necessary functional capabilities to accurately aggregate all of a patient's information currently stored in a variety of disparate databases can be obtained by entering one unique patient identifier, while ensuring patient privacy and working to implement an interoperable public health system. The goals for MIDSS are as follows:

- Establish an interoperable system that ensures patient privacy and meets state and federal requirements and guidelines for a functional, robust, and scalable public health information management system;
- To quickly and consistently identify a patient across all encounters and minimize patient record duplication;
- Create a data dictionary to enable users to exchange, compare, query and report on data currently contained in various independent systems;
- Establish an integrated data repository/warehouse to support the capture, management, storage and reporting of patient data from multiple programs under the unique patient identifier;
- Ensure access to data is controlled at the system, application, database and transaction levels, and that audit data is recorded for every transaction;
- Provide web-based access for users to view, access and edit the patient's record and Web applications allowing internal and external users to search and query patient records;
- Enhance workflow, improve efficiency, and reduce opportunities for error by eliminating multiple data-entry points; and
- Incorporate rule-based knowledge processes to continually monitor and compare new patient data instantly against a patient's long-term history and automatically provide administrative and/or clinical alerts for questionable or critical situations.

This RFP encompasses all tasks associated with the design, development, project management, planning, prototyping, building, installation, testing and implementation of

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

The State requires a phased implementation approach for this project. This RFP provides the scope of work for all phases. The Vendor's proposal must address how the Vendor would provide these products/services. Vendors must include the following major functions, at a minimum, to be implemented initially as Phase 1:

- Replacement of the existing Immunization Registry and Communicable Disease program specific functions currently provided;
- Implementation of the Core Function modules that are necessary to form the logical foundation for MIDSS and provide complete functionality for these initial modules; and
- Create all interfaces described in Section 14.

Phase 2 consists of replacing the other specific programs with new modules that integrate with MIDSS and/or interfacing MIDSS to the other systems that will not be replaced by the enterprise system. However, no guarantee is being made that MSDH will pursue the additional products/services beyond Phase 1. The selected Vendor will be required to submit a detailed work plan for any additional phase that must be approved by the State prior to the start of that phase. At the State's option, future phases of the project may be re-competed.

The State acknowledges this project to be a major integration effort, but does not anticipate it to be a major development effort. Proposals will be evaluated based on the overall closeness of fit with the State's operations (including processes, legal requirements and technical architecture); those requiring the least amount of customization will be at a decided advantage. Proposals must be submitted by qualified Vendors for a fully integrated system including all software, system modifications, documentation, implementation, testing, data conversion, training, and maintenance/warranty as required by the specifications in this RFP.

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

MSDH has five major program areas which MIDSS must address: Immunization, Communicable Disease (e.g., STD, HIV), Epidemiology, Lead Screening and Asthma. MIDSS must: (1) Provide the functionality and data that is currently available to MSDH

in their existing programs/systems; (2) Provide the enhanced functionality requested in this RFP; and

(3) Interface with Patient Information Management System (PIMS), Public Health Laboratory Information Management System (LIMS), Public Health Statistics (Vital Records), Tuberculosis (TB), Pharmacy, STO/HIV, and Electronic Surveillance (NEDSS). Program and technical descriptions are provided for each program area and system below.

### 3.1 **Immunization**

#### 3.1.1 Program Description

The MSDH Bureau of Immunization provides and supports services designed to ultimately eliminate the incidence of vaccine-preventable diseases in children, adolescents and adults. The services provided by the Bureau of Immunization include vaccine distribution and administration, monitoring of immunization levels of the state's children, administration of the Vaccines for Children (VFC) program, disease surveillance and outbreak control, information and education, and enforcement of the state's immunization laws. Immunization against childhood diseases is required by Mississippi Law in order to enter school, Head Start, or day care.

#### 3.1.2 Process Narrative and Technical Description for Existing Immunization System

The Bureau of Immunization is supported by the following information systems: PIMS, bar code system, the Vaccine Management system (VACMAN) and the Comprehensive Clinic Assessment Software Application (CoCASA.)

In addition to the standard encounter processing and billing provided for all MSDH programs, PIMS also provides the following immunization program specific function: State-wide immunization registry for immunizations given by health department clinics and participating private providers.

The Mississippi Child Immunization Act of 1994 established a centralized registry to be operated by the MSDH for health care providers to report all childhood immunizations given in the state. The goal of the MSDH Immunization Program is to insure that accurate and valid immunization data is available to health care providers, parents, and others who have a legitimate and tangible interest in immunization information. This information is stored in

PIMS and accessible through the statewide network using an Internet browser. Registration and immunization update capabilities are also available via the web browser. Immunization history and compliance forms for school entry are available through the web/registry.

- Tracking/follow-up

PIMS provides the ability to record immunizations and maintain and inquire on a patient's immunization history directly online. Online availability of current immunization status and next due immunization dates is available. When charges for immunization services are entered, the patient's immunization history is automatically updated. PIMS checks the validity of recorded doses and provides online assessment of a patient's current and next due immunization requirements, based on user-defined schedules of immunization protocols. PIMS also provides automatic generation of reminder notices to patients.

- Reporting

Immunization specific reports, both standard and ad hoc, are generated for each reporting period. Reports may be generated by multiple categories including provider, population sub-groups, vaccine and others. The doses administered report and delinquency reports (reminder/recall lists) are examples of required immunization reports.

The bar code system is a Microsoft Access database system used for data entry of immunizations given by private physicians directly into the mainframe system. Using login scripts which store the user's login for the PIMS system, the barcode system allows a clerk to scan individual barcode labels via a barcode scanner directly into the program. The bar code forms are printed barcode labels shipped per request to private providers who send them to the central office when a patient has been assigned a patient identity and scanned for entry into the registry (PIMS) via a barcode scanner. The clerk scans a batch of a singular clinic which is read directly into the barcode program. The barcode program converts the scanned barcode into the code for entry into the PIMS system using a module to open a host explorer session using the clerks PIMS ID. At the completion of the processing, the program executes and automated module which logs onto

PIMS using the clerk's ID and keys the information into the system. The conclusion of the process generates reports of the data just entered to be sent to the clinic for verification and review.

VACMAN is a FoxPro vaccine management inventory system designed by CDC and used by the MSDH pharmacy and Immunization office. This program communicates directly with CDC on a daily basis regarding vaccine inventory and orders. Information entered into VACMAN includes vaccine lot number, manufacturer, funding source, and clinic and contact information. The Vaccine for Children (VFC) staff enters the vaccine orders from clinics, and pharmacy staff enters the inventory and orders shipped. Clinics report their orders and doses administered to the Immunization office, which enters the information directly into VACMAN. The system generates a doses administered report, vaccine inventory report, clinic provider listing by provider type (hospital, etc.), and funding report – source of funding for the three vaccines/money spent. The daily information is generated into a file at the end of the work day and transmitted to the CDC via a secured data network site by only a select few of the VACMAN users. Updates to the program and orders are downloaded from the same secured site for importing into the VACMAN program. Vaccine is ordered through VACMAN via secured data transmission with CDC, which processes orders, receipts and other edits to program data.

CoCASA is a FoxPro based application designed by CDC for the nursing staff at clinics to use for tracking patients and conducting assessments of immunizations administered by a clinic. It is a locally installed database which can generate information and reports based upon the individual patient data entered into the program with administered immunizations. MSDH-Immunization uses a text file extracted from PIMS via a DB2 system to import individual clinical patient histories into the CoCASA program for more efficient usage. CoCASA also allows for network usage, if desired, and the recording and updating of VFC-AFIX (Vaccines for Children-Assessment Feedback Incentives and eXchange of Information) evaluations for a clinic for annual reporting to CDC.

### 3.2

#### **Communicable Disease (e.g. STD, HIV)**

Please refer to Section VII, Item 14.10 below for a description.

### 3.3 **Current Office of Epidemiology**

The Office of Epidemiology has responsibility for managing the reportable and nationally-notifiable diseases in the State of Mississippi. There are four classes of reportable diseases: (1) Class 1 diseases are of major public health importance that are to be reported directly to MSDH by telephone within 24 hours of first knowledge or suspicion and require an immediate public health response; (2) Class 2 reportable diseases must be reported within one week of diagnosis but do not require an immediate public health response for individual cases; (3) Class 3 reportable diseases are from laboratory based surveillance and are to be reported within one week of completion of the laboratory test. Minimally, reports include the patient's name, address, age or date of birth (or both), race, sex, disease or suspected disease or condition, date of onset of the disease, method of diagnosis, and name of attending clinician; and (4) Class 4 diseases are required to be reported on a quarterly basis. All reports made are confidential.

All systems except for the Syndromic Surveillance system are staffed locally at the central MSDH office. District and central office surveillance nursing staff have access to the Syndromic Surveillance system.

There are 17 health representatives within the offices of MSDH that are involved in the infectious diseases surveillance system. Eight health representatives are located at the MSDH central office; another nine health representatives are located in the field.

The Office of Epidemiology maintains multiple systems for recording and further reporting of these reportable diseases and other items of interest. These systems include:

- MORBID (Communicable Disease and Conditions)
- WEST NILE VIRUS (WNV)
  - Bird
  - Horse (access to MS State Veterinary Research and Diagnostic Laboratory system)
  - Human
  - Mosquito (spread sheets and CDC application)
- Syndromic Surveillance (BT\_ER Log for Influenza and Rash)
- Early Aberration Reporting System

#### 3.3.1 MORBID (Communicable Disease and Conditions)

##### 3.3.1.1 Program Description

The MORBID system is a general reportable disease database that contains information related to cases of the reportable illnesses in humans. The system is utilized to produce raw data for statistical analysis, reporting and geographical location. Actual analyses are performed with Epi Info, Excel and SAS.

#### 3.3.1.2

##### Process Narrative

The Program receives reports of reportable diseases either through telephone, or paper (e.g., fax or paper lab slip). The reporting method is somewhat dependent on the class of reportable disease (e.g., class 1 requires a telephone call).

The reports are received by central office epidemiology staff. Timely follow-ups are initiated with the MSDH field office, patient, or both to initiate prophylactic services. The epidemiology staff enters the information into MORBID. All data entry is at the central office.

As data are entered, cases are flagged and follow up sheets are generated in the form of a memo to MSDH district offices and others indicating follow-up is required. The memos are printed and mailed to the district offices.

The record may be updated based on follow up activities that generate additional information (e.g., confirmation of disease); or case status is determined and recorded by the central office epidemiology staff (utilizing CDC case definitions).

Once a week an ASCII text file is prepared for reporting and put in CDC compliant format for the NETSS system. If records are changed or deleted after reported the subsequent process of generating the file for CDC will account for this change. The updated status is part of the information sent to CDC; this keeps the records synchronized. Other manual ad hoc queries are run as needed in FoxPro.

3.3.1.3 Technical Description of Existing MORBID System

The MORBID system was originally written in DBase III in 1986. In 1994 the system was converted to FoxPro for Windows. The system was developed in-house and contains records dating back to 1986 (includes archived records). Class 1, 2 and 3 reportable diseases are tracked through this system.

3.3.2 WEST NILE VIRUS SYSTEM

3.3.2.1 Program Description

The WEST NILE VIRUS system is a repository of information on Arboviral infections of animals, and humans. Within the system there are multiple databases for this information. Information on WEST NILE VIRUS infections of mosquitoes is not contained in the WEST NILE VIRUS system but maintained in an Excel spread sheet and entered into CDC's Arbonet system.

3.3.2.2 WEST NILE VIRUS – Animals Process Narrative

When there is an instance of dead bird(s) found, the public reports it to the MSDH. All reports are entered into the WNV system. An XML file is generated annually and uploaded to CDC's Arbonet system. Information on positive horses is obtained from the Mississippi Bureau of Animal Health and entered into the CDC's Arbonet system.

3.3.2.3 WEST NILE VIRUS – Human Process Narrative

For human WEST NILE VIRUS reporting, the program receives calls from labs, physicians, or hospitals to receive authorization for testing a suspected human Arboviral case. Upon approval, physicians and hospitals submit a specimen and a lab slip to the state public health lab for testing. The physicians and hospitals may utilize the MSDH field offices to forward

their specimens. The lab enters the information from the lab slip and this information is forwarded to the program. The program may or may not have received the Arboviral Panel. The record is established manually in the system from either the lab slip or the Arboviral Panel. This sets up a record in the human database with an unknown status and no lab work. Tests are conducted by the state lab and Health Level Seven (HL7) format test results are generated (patient's name, demographics, who submitted, the lab) by MLAB LIMS. The program is verbally advised by the lab that the test is completed and the report has been generated. However, MLAB LIMS is only updated twice a day. Thus, the lab may forward results via fax, particularly on positive results, before they are sent electronically. Otherwise, the program receives the electronic report for manual entry.

When notified of a positive result, the MSDH District office and local medical provider are notified. The lab forwards the lab results to the provider.

In some instances the laboratory test is conducted by "reference laboratories" (not the state lab). A paper report is sent to the central office. The program staff evaluates the lab report to determine if their analysis meets the State's specifications. If it does, the report is manually entered into the WNV system. Once the data are in the system, program staff log into CDC's Arbonet system and manually enter the positive results. The positive results are also imported into MORBID and those results are included in the ASCII files that are provided to CDC's NETSS. Positive data are sent to a GIS mapping file, currently performed by staff in Public Health Statistics.

Records are archived based on state regulations. Archive records are maintained with the database structure. Active records are maintained for four years.

3.3.2.4 WEST NILE VIRUS – Mosquitoes Process

Narrative

Mosquitoes collected by environmentalist and other local agencies are sorted and certain species are sent to the Public Health Laboratory for testing of West Nile virus, St. Louis encephalitis, and eastern equine encephalitis. Data are manually entered into CDC's Arbonet system.

3.3.2.5 Technical Description of Existing WNV System

The West Nile Surveillance system is modified version of the infectious Disease database, which was written/developed in 1986 as a Dbase III platform and has undergone several conversions to its current operating system of FoxPro 26 (Windows version).

3.3.3 SYNDROMIC SURVEILLANCE (BT\_ER Log for Influenza and Rash)

3.3.3.1 Program Description

The BT\_ER Log for Influenza and Rash system collects aggregate data submitted to MSDH District offices from sentinel hospitals and physicians throughout the state for patients presenting with respiratory and rash symptoms.

3.3.3.2 Process Narrative

Sentinel hospitals and physicians submit via fax or email a Hospital/Clinic Syndromic Log for each day or shift. The log includes: the age of each individual patient presenting with flu-like illness, upper respiratory illness or rash illness, the total number of non-trauma patients and total number of patients seen in a 24 hour period. The surveillance nurse enters the data into the BT\_ER Log for Influenza and Rash system. Data are sent to a GIS mapping file, currently performed by staff in Public Health Statistics.

A program (BT\_ILI – consisting of three

separate programs), extracts the data for analysis during a specified time period. The analysis may be printed to a distiller for viewing or may be printed. Additionally, the data are sent to an excel spreadsheet that creates graphs of the selected information. Updated graphs are sent to a distiller and provided to the surveillance nurses.

### 3.3.4 SYNDROMIC SURVEILLANCE (Early Aberration Reporting System (EARS))

#### 3.3.4.1 Program Description

In its endeavor to improve the ease of submission and accuracy of all data collected, the MSDH developed a statewide electronic surveillance system. The shift of medical records from paper to electronic formats has increased our ability to receive such information for the purpose of preventing or controlling disease, injury, or disability. Additionally, the data are used to provide a more realistic view of the inpatient activities in the state's hospitals. The system was implemented in 2004.

#### 3.3.4.2 Process Narrative

The Electronic Surveillance system currently receives daily hospital data via a secure transmission for all patients seen in their facility over the past 24 hours. The EARS table contains data submitted daily for analysis in CDC's Syndromic Surveillance System (EARS) utilizing the Chief Complaint, Medical Record Number and Admission Date. The automated system produces results which are provided through a secure web site for the submitting hospitals and MSDH staff.

#### 3.3.4.3 Technical Description of Existing Syndromic Surveillance System(s)

The BT\_ER Log for Influenza and Rash Surveillance system is a modified version of the infectious Disease database, which was written/developed in 1985 as a Dbase III

application and has undergone several conversions to its current operating system of FoxPro 26 (Windows version).

EARS is a web-based system. Data are stored in an Oracle table and analyzed by CDC EARS using the Statistical Analysis Software (SAS) code and Microsoft Excel tables.

### 3.4 **Current Lead Screening Program**

#### 3.4.1 Program Description

Lead screening is part of the Medicaid EPSDT screening for children between the ages of six (6) months and six (6) years. Environmental blood lead levels are checked routinely on all EPSDT children at 12 and 24 months of age. The Lead Screening Program tracks children who are shown to have high levels of lead through the Systematic Tracking of Elevated Lead Levels and Remediation (STELLAR) system.

#### 3.4.2 Process Narrative

The Lead Screening Program has two distinct components. The first component is the screening for potential elevated lead levels with blood tests. The other component is maintenance of a log of all children who have received lead screening and those identified as having elevated levels.

Providers complete blood draws and send specimens to either their contracted lab or MSDH lab for analysis. The contracted labs make electronic submissions (E-Mails) of the results of analysis to the Lead Screening Program on a periodic basis. Specimens drawn by the county clinics and providers that don't send their specimens to contracted labs are tested by the Public Health Laboratory (PHL) and the results are sent electronically to the program office.

All values greater than or equal to ten (10) mcg/dl are reported by the Lead Screening Program staff to the appropriate district team (social worker, district lead nurse and clerical support individual.) This report is then sent to the county office to notify them of the need for assessment and follow-up with the family including venous confirmation of the lead level initially reported. If a high lead level is confirmed, additional follow up, referrals and blood testing will be completed. The county has an established protocol that is followed when a child is reported to have a lead level

greater than 10 mcg/dl.

3.4.3 Technical Description of Existing System

The log of children tested for high lead levels is entered into the STELLAR System. The STELLAR System is written in Clarion and contains approximately 90,000 records. An MS Access program inputs the flat files received from laboratories and creates a dBase III file which is imported into the SOLAR product that converts the dBase III file into a format suited for import into the STELLAR System. SOLAR and STELLAR are both furnished and supported by the Centers for Disease Control (CDC). The STELLAR System has reporting and other capabilities, including submission of data to CDC.

3.5 **Asthma**

3.5.1 Program Description

The overall purpose of the Mississippi Asthma Surveillance System (MASS) is to describe the epidemiology of asthma among Mississippi residents and reduce morbidity and mortality in the state. The Asthma Surveillance System was established at MSDH in 2003. The current Asthma Surveillance System includes data from acute care hospitals. The Asthma Surveillance Program advises other entities on how to set up and implement an asthma program. One such entity is the University of Mississippi Asthma Clinic located in the Jackson Medical Mall. Others include various schools that handle children with asthma.

3.5.2 Process Narrative

The Asthma Program collects data from acute care facilities within Mississippi. Data are submitted via diskette in Excel, ASCII, comma or text delimited files by Health Information Directors. The information collected is sent on a monthly basis. The severities of asthma events are also tracked by looking at the number of visits. The Asthma Surveillance Program does random medical chart reviews for quality control purposes. Several Excel spreadsheets are used to provide analysis of the collected data which are merged into a master Excel spreadsheet. The data from this master Excel spreadsheet are extracted into either SAS or SPSS for data analysis.

3.5.3 Technical Description of Existing Asthma System

The Asthma Program does not currently have system in place and uses Statistical Analysis Software (SAS) code and Microsoft

Excel.

### 3.6 **Patient Information Management System (PIMS)**

#### 3.6.1 Program Description

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

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

#### 3.6.2 Process Narrative

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

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

Medicaid eligibility determines the billing process, which is also completed by PIMS.

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

### 3.6.3 Technical Description of the Existing System

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

### 3.6.4 Data Integration Points

MIDSS must receive patient data from PIMS. Examples of the data to be interfaced include but are not limited to:

- Patient name
- Address
- Tests ordered
- Contact information

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

## 3.7 **Public Health Laboratory Information Management System (LIMS)**

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

### 3.7.1 Program Description

The purpose of LIMS is to electronically collect, manage and report patient information, submitter information, specimen information and test information for the Public Health Laboratory (PHL). The PHL receives specimens for testing from health department county clinics, hospitals, private clinics, private physicians, jails, and penitentiaries across the state. The PHL contains both

environmental and clinical laboratories and currently has a LIMS for the clinical testing called MLAB. However, the PHL is in the process of developing and implementing a new LIMS by Labware for several environmental laboratories.

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

The laboratory data collected by the Labware LIMS resides in an Oracle database. The MLAB LIMS resides in a Cache database. The Lab currently handles approximately 500,000 samples per year. The lab sends test results to almost all MSDH programs.

#### 3.7.2 Data Integration Points

LIMS must access patient data in the MIDSS. Examples of the data to be accessed include but are not limited to:

- Patient name
- Address
- Tests ordered
- Contact information
- etc.

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

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

- County clinics
- Hospitals
- Private clinics
- Private physicians
- Jails and penitentiaries
- MSDH Communicable Disease programs (STD/HIV)
- MSDH Office of Epidemiology
- Veterinarians and Mississippi Board of Animal Health

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

- Liver profiles
- Complete Blood Counts

SGOT  
Genotyping results  
TB results

3.7.3 MIDSS must perform the following functions via the LIMS interface:

- 3.7.3.1 Receive and track lab tests
- 3.7.3.2 Provide sort capabilities as needed, such as by client name, date and lab test results
- 3.7.3.3 Provide alerts/notifications to system users as determined by MSDH based upon test results
- 3.7.3.4 Provide the capability for geographic tracking of specific positive test results
- 3.7.3.5 Provide reports to CDC surveillance tracking systems as necessary
- 3.7.3.6 Provide statistical reports to field staff
- 3.7.3.7 Monitor lab test result data

### 3.8 **Public Health Statistics (Vital Records)**

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

#### 3.8.1 Program Description

The Bureau of Public Health Statistics is responsible for the collection of records pertaining to births, deaths, fetal deaths, induced terminations, adoptions, marriages and divorces. The Bureau of Public Health Statistics (PHS) is responsible for processing and tracking all requests made to the bureau. The Bureau oversees responsibilities regarding requests, specifically if they fall within the state and federal guidelines pertaining to confidentiality and privacy laws. The Bureau adheres strictly to state and federal laws associated with privacy and confidentiality

mandates. There is a federal birth certificate model that most states follow and the Bureau tries to keep the Mississippi birth certificate standard with the federal birth certificate model.

Vital statistics are gathered from various sources across the state. County circuit and chancery clerks, hospitals, physicians, coroners, midwives, funeral directors, and all other persons or facilities having knowledge of reportable vital events must file records and reports. All information is currently provided on paper forms designed and provided by Public Health Statistics. Additionally, approximately 85 percent of the birth records are provided by diskette in electronic format using an electronic birth certificate (EBC) system by Genesis Systems, Inc.

The majority of interactions with other MSDH programs are with mortality statistics. The MSDH programs that receive mortality data from PHS are TB, Epidemiology, STD/HIV, and Maternal & Child Health for SIDS cases or any maternal deaths. PHS sends a monthly list of deaths to the districts. The purpose of this monthly list of deaths is so the districts can update PIMS. The monthly list of deaths has Name, DOB, SSN, Address, City, County, District, and Date of death of patient.

Fetal deaths are handled by PHS similar to the way it handles births. Birth information from PHS is shared with the Immunization Program. The birth data are sent monthly to the Immunization Program. The birth record has general identifiers such as baby's name, date of birth, parent's name and mailing address. PHS provides an electronic file upload to the First Step program. Approximately 85% to 90% of the birth certificates are collected electronically from hospitals. PHS conducts a quality assurance and verification process to the birth certificate data that are collected. There is a follow up process to take care of any inconsistencies that may occur in the birth certificate data. There are currently agreements with all states to provide both birth and death certificates for Mississippi residents to PHS. All records received from other states are in hard copy. These hard copies are then transcribed into the PHS system. There is an edit process that PHS performs on those records that come from other states. PRAMS also receives birth record information. They receive three output files from PHS one is uploaded into the PRAMS system and the other two go to CDC for reporting purposes. The file transfer is through a network share with PRAMS access. There is an annual cumulative file that is stripped of all identifiers that PHS sends to CDC. This file is sent at the request of PRAMS.

All data (i.e., marriages, divorces, births, deaths) and all other records are kept in the KE VitalWare™ system

For 2002, annual registration levels of records were as follows:

46,046 Birth Records  
16,550 Marriages  
27,989 Death Records  
13,891 Divorces  
444 Fetal Deaths  
730 Adoptions  
2,949 Induced Terminations

### 3.8.2 Description of Current System

The current PHS system was customized for Mississippi by KE Software, Inc. of Vancouver, BC in Canada and went into production in June 2003. The basis for the customization was an existing product called LifeData that was subsequently renamed to KE VitalWare. This system manages:

- data entry, editing, querying of hospitals, funeral homes and mothers for missing information
- searching of records for issuance of certified copies, amendments and corrections to records
- the point of sale system for mail, telephone and front counter sales
- interfaces with two third-party Vendors for web-based certificate ordering.

The system also allows for the production of reports and file extracts that support the above activities.

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

Interacting with the current software is the Genesis EBC system. This software allows hospitals to key birth information into a local PC. When the birth record is complete, a copy is printed at the hospital for the signatures, and then the diskette and the paper copy are mailed to the MSDH Registration unit. The diskette is then

edited at the state level and certificate numbers added. These records are then uploaded into the registration birth file in KE VitalWare™.

3.8.3 Data Integration Points

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

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

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

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

3.9 **Tuberculosis (TB)**

3.9.1 Program Description

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

The Program provides medication for treatment of TB. The medication is dispensed through the pharmacy. Medication orders for the treatment of TB come from the field offices to the pharmacy. The central office issues some prescriptions. The pharmacy uses the patient's name, date of birth and social security

number to verify enrollment in the TB Program before dispensing any medication. The verification conducted by the pharmacy is a check and balance QA process to ensure that the field offices are entering data into the TB system. Other information can be manually checked within the TB system such as medicine interactions, correct dosage according to the weight of the patient, and if the patient has received the appropriate tests (checking for visual acuity before issuing ethambutol and checking for hearing before issuing Streptomycin Sulfate).

The patients are entered into the CDCIS locally and are reported to the TB Program staff. Local physicians order the medication for treatment. The local staff reviews all medication orders to identify possible adverse reactions between birth control and HIV drugs. The Program and local staff receive liver profile data, drug sensitivity reports and completes blood counts, mycobacteriological tests and cultures from the MSDH lab LIMS. The TB Program receives genome typing of the organism for strains of TB from the MSDH lab LIMS. The TB Program Office also creates and utilizes electronic reports from the LIMS for statistical purposes. The actual genome typing is done by a CDC contract lab in California and the results are sent back to the MSDH lab electronically.

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

### 3.10 **Pharmacy**

The proposed solution must include a two-way interface with the pharmacy system to programmatically allow MIDSS to receive data from the pharmacy to be applied to the patient's record

#### 3.10.1 Program Description

The basic function of the state pharmacy is to provide medications to participants enrolled in one or more programs under the MSDH. The pharmacy is similar to an outpatient pharmacy in a hospital. It is also an FDA approved repackaging facility and thus buys some medications in bulk and repackages the bulk items in smaller units. The pharmacy also acts as a distributing warehouse for clinic supply medications ordered by the various health clinics throughout the state. The order forms are filled out by the ordering clinic and then either mailed, faxed or phoned into the pharmacy. The phoned-in orders are transcribed onto the "Supply Order" form (Form N. 54). The form is tripartite, with the first (white) part being kept at the pharmacy. The second (NCR) yellow copy of the form, is returned to the counties with their respective order. The last (NCR) pink copy is maintained at the county level as a record of the original order. The pharmacy uses a HP-3000 computer running the Rx/3000 package from Pharmacy Computer Services, Inc (PCSI) to manage their workload and billing.

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

#### 3.10.2 Data Integration Points

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

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

### 3.11 **STD/HIV**

#### 3.11.1 Program Description

The STD/HIV Program is responsible for the screening, diagnosing, and in the case of some treatable STDs, treatment of bacterial infections. In the case of HIV, the STD/HIV Program is organized to provide care services, conduct prevention education, field services, and surveillance. There is an important local clinical component for the screening, diagnosing, treatment, prevention education, and field services. Surveillance is largely conducted at the state level.

There are currently a total of 107 STD/HIV positions in the Program. Thirty-nine (39) staff members work out of the STD/HIV central office in Jackson; twenty-seven (27) field staff; and thirty-eight (38) disease intervention specialists who work in the field, but are under the direction of the STD/HIV central office.

#### Process Narrative

The STD/HIV program has four databases. Information comes to the state program in a variety of ways; mail, phone, fax, and electronically. Almost all MSDH lab information comes in electronically; there is a direct line into MLAB. Two sets of data get dumped into MLAB. The first set is patient demographic data from PIMS. There is a daily dump from PIMS into MLAB (based on the patients who received STD/HIV services that day). The second set of data is the recorded values of the tests performed on all of the different machines in the State's lab. These values are transmitted directly from the laboratory devices to MLAB. The two sets of data (patient and test results) are matched in MLAB. The imported MLAB lab data are sent to a dead terminal, a quality assurance check is done at the bureau level, which involves data validation and cleanup, and then it is moved via a CD into the STD/HIV databases (STD\*MIS). The transmission of all electronically shared data is via a secured local area network (LAN) system. There are approximately 13,000 records for HIV patients in the STD/HIV system. There is a significant amount of manipulation of the data within the STD\*MIS.

Currently the LIMS collects the following risk factor information for STD/HIV.

|                    |                                       |  |       |
|--------------------|---------------------------------------|--|-------|
| Risk Factors (HIV) |                                       |  |       |
|                    |                                       |  |       |
| QCJK1              | SOCIAL RISK FACTORS                   |  | PE    |
| -A                 | Injected nonprescription drugs (3)    |  | CODED |
| -B                 | Health care worker (5)                |  | CODED |
| -C                 | Infant or child <=13 years with HIV + |  | CODED |

|            |                                          |  |       |
|------------|------------------------------------------|--|-------|
| mother (6) |                                          |  |       |
| -D         | Sex with female (8)                      |  | CODED |
| -E         | Sex with male (9)                        |  | CODED |
| -F         | Sex for money or drugs (10)              |  | CODED |
| -G         | Use of non-injectable drugs (26)         |  | CODED |
| -H         | STD diagnosis (27)                       |  | CODED |
| -I         | Victim of sexual assault (28)            |  | CODED |
| -J         | Hemophiliac (29)                         |  | CODED |
| -K         | Blood product/transfusion recipient (29) |  | CODED |
| -U         | UNKNOWN-NOT PROVIDED (17)                |  | CODED |
| QCJS2      | HETEROSEXUAL RELATIONS WITH              |  | PE    |
| -A         | IV drug user (11)                        |  | CODED |
| -B         | Men who have sex with other men (12)     |  | CODED |
| -C         | Hemophiliac (13)                         |  | CODED |
| -D         | Blood product/transfusion recipient (13) |  | CODED |
| -E         | Person known to have HIV or AIDS (15)    |  | CODED |
|            |                                          |  |       |
|            |                                          |  |       |
|            |                                          |  |       |
|            | STD - Chlamydia and GC                   |  |       |
|            |                                          |  |       |
| QCJA3      | PARTNER REFERRAL                         |  | PE    |
| -N         | NO                                       |  | CODED |
| -U         | NOT PROVIDED                             |  | CODED |
| -Y         | YES                                      |  | CODED |
| QCJH4      | TREATED FOR GC OR CT                     |  | PE    |
| -N         | NO                                       |  | CODED |
| -U         | NOT PROVIDED                             |  | CODED |
| -Y         | YES                                      |  | CODED |
| QCJQ5      | TREATMENT                                |  | PE    |
| QCQA2      | MEDICATIVE TREATMENT                     |  | PE    |
| -A         | AZITHROMYCIN (1g) (A)                    |  | CODED |
| -C         | CIPROFLAXACIN (500mg) (C)                |  | CODED |
| -D         | DOXYCYCLINE (100mg) (D)                  |  | CODED |
| -O         | OTHER (O)                                |  | CODED |
| -R         | ROCEPHIN (250mg) (R)                     |  | CODED |
|            |                                          |  |       |
| QCHM2      | PREGNANT                                 |  | PE    |
| -N         | NO                                       |  | CODED |
| -U         | NOT PROVIDED                             |  | CODED |
| -Y         | YES                                      |  | CODED |
| QCHV3      | DATE PREPARED                            |  | PE    |
|            |                                          |  |       |
| QCHA7      | CLINICIAN ID                             |  | PE    |

|       |                     |       |
|-------|---------------------|-------|
| QCHH8 | UROGENITAL SYMPTOMS | PE    |
| -N    | NO                  | CODED |
| -U    | NOT PROVIDED        | CODED |
| -Y    | YES                 | CODED |
|       |                     |       |

### 3.11.2 Technical Description of Existing Systems

The Bureau of STD/HIV currently has four databases, which maintain data on all reportable STDs, including HIV and AIDS. They are:

- HIV Log (FoxPro)
- HARS – CDCs HIV and AIDS Reporting System
- STD\*MIS – CDCs STD Management Information System (Clipper)
- FACTORS

These databases are each written on different platforms and have different architectures. These efforts have been supplemented by technical assistance from various CDC information technology staff elements.

#### 3.11.2.1 HIV Log

##### Program Description

This FoxPro database was developed in the late 1980's to capture all public health HIV antibody test results (positives and negatives) and served until 2000 as the Bureau's Counseling and Testing (CT) Database. The system is compliant with the "Technical Guidance for HIV/AIDS Surveillance Programs Security and Confidentiality Guidelines (Exhibit B.). All historical CT data are archived in this system. The LIMS performs this function with the capacity to report to a segregated receiving point in the Bureau, which evaluates the data and subsequently transmits it to the secure LAN.

##### Process Narrative

The HIV log is a FoxPro database developed in the late 1980s. This database is used to capture and store all public health HIV antibody test results. The CDC receives blinded electronic reports from the HIV log database each month. The HIV Log has not been

actively used since 1999 but is still being maintained by STD/HIV for queries regarding historical archival data. The HIV Log has been superseded by the state lab system.

Technical Description of Existing System

The HIV Log utilizes a FoxPro database system to record all public health HIV antibody test results (positives and negatives) and archive historical CT data. Also, the system accesses newer CT data via a secure LAN.

3.11.2.2 HARS: CDC's HIV and AIDS Reporting System

Program Description

This system was implemented beginning in 1987 and resides on the Bureau's secure LAN. The system captures, encrypts, and transmits blinded HIV/AIDS electronic reports to CDC.

It has a PRODAS statistical reporting package included, but this software is incapable of generating epidemiologically correct reports for the diseases over time. The data must be downloaded into SAS and processed.

Process Narrative

HARS is a CDC provided system implemented within the Bureau in 1987. HARS encrypts and transmits blinded monthly reports to CDC. CDC separates all the HIV/AIDS data from all the other bacterial STDs. Non-health department test results data comes in via fax, phone, mail, and electronically from private labs, hospitals, and private physicians. HARS data are used to analyze HIV and AIDS morbidity; STD\*MIS data are used to analyze syphilis, gonorrhea, and Chlamydia data.

Technical Description of Existing System

HARS is proprietary CDC system that resides on the Bureau's secure LAN. The HARS system is used as a surveillance system within the STD/HIV Bureau. Data input is the same as STD\*MIS. All the rest of the data (info to and from field, QA reporting, etc.) are the same as STD\*MIS, except the data in HARS is a two-way exchange with STD\*MIS, and HARS creates a file for sending data to CDC specifically on HIV/AIDS.

### 3.11.2.3 STD\*MIS–CDC’s Management Information System

#### Program Description

STD\*MIS is used by Bureau staff to monitor all STD/HIV/AIDS field epidemiology efforts, as well as to compile and generate statistical information for all STDs (except HIV and AIDS which are derived from HARS and processed as indicated in that section). The Bureau, with technical assistance from CDC staff, wishes to implement the external laboratory reporting module of STD\*MIS. Outside laboratories desiring to report electronically would do so in much the same fashion as the public health laboratory.

#### Process Narrative

The STD\*MIS (Sexually Transmitted Disease Management Information System) tracks all field activity collected by the STD/HIV staff. One of the key roles of STD\*MIS is generating field reports, which are then sent to the district supervisor. The district Disease Intervention Specialist (DIS) supervisor then disseminates the field reports (CDC 73.2936S Rev. 9/95 FORM) to the disease prevention field staff. The field staff conducts follow up visits at the patient’s residence and records the field visit interview on an interview record (Form No. 917). The interview records are then mailed (via courier service) to the STD/HIV central office in Jackson. The information on the interview records goes through a QA and validation process before it is transcribed into the STD/HIV system.

The sexual contacts, suspects and associates that are captured during follow up field visits with the initial patient trigger a new patient record. There is a follow up interview process that the field staff performs for each contact which is then entered into the STD\*MIS. The follow up interview process is an iterative process that continues for each new contact made by the initial patient and that patient’s contacts.

The STD\*MIS also serves as a management tool in determining the performance of the STD/HIV field staff. Reports with all identifying information removed are generated monthly and are sent to the CDC

reporting system. A morbidity report is summarized and disseminated to each district.

#### Technical Description of Existing System

The STD\*MIS is a CDC system which was implemented in 1995 and resides on the Bureau's secure LAN. It supports reporting, tracking, and quality assurance of STD, HIV, and AIDS data. It is written in Clipper and is a referential system, which allows a great deal of information to be collected on individual clients.

#### 3.11.2.4 FACTORS

##### Program Description

FACTORS is a commercial database used by the Care and Services Bureau staff to capture various information related to the provision of services (AIDS Drug Assistance Program, home-based services, etc.) but does not have the capacity to interface with other bureau databases. This is a distinct disadvantage since clinical data are available on the other systems to facilitate outcome evaluation.

##### Process Narrative

FACTORS is oriented towards HIV disease only and is used primarily as a case management system. The FACTORS system generates monthly reports that are sent to the Health Resources Service Administration (HRSA) in order to support Title II funding (ADAP). The type of information sent in the monthly report covers number of enrollees, age, and race. There are eleven (11) social workers that submit field data to the central office for entry into the FACTORS system. Throughout the eligibility process, basic data are entered into FACTORS; demographics, insurance status, etc. These data are not imported into FACTORS; they are entered manually.

Throughout the MSDH, there are eleven (11) full time dedicated HIV social workers, other supporting social workers, and case management nurses working in state private and public facilities. The requests for services are phoned, faxed, mailed or emailed to the Care and Services Bureau. The requests are for one of the following services; AIDS Drug Assistance Program

(ADAP), or Home Based Care Program and Housing Opportunities for Persons with AIDS (HOPWA). Requests for services come from both public and private health care facilities located throughout the state. FACTORS has a network throughout the state that can generate service requests.

Technical Description of Existing System

The FACTORS system is a commercial database that is used by the Bureau's Care and Services Division staff to capture information related to the provision of services (e.g., AIDS Drug Assistance Program, Home-based Services, etc.) It does not have the capacity to interface with other Bureau databases.

**3.12 Electronic Surveillance**

Historically, facilities provide data to the MSDH from hospital Health Information Management Systems and submit data manually on a weekly, monthly or quarterly basis for such programs as Bioterrorism, Asthma, Spinal Cord/Traumatic Brain Injury, and Patient Origin.

In its endeavor to improve the ease of submission and accuracy of all data collected, the MSDH developed a statewide electronic surveillance system. The shift of medical records from paper to electronic formats has increased our ability to receive such information for the purpose of preventing or controlling disease, injury, or disability. Additionally, the data are used to provide a more realistic view of the inpatient activities in the state's hospitals. The Electronic Surveillance system, implemented in 2004, currently receives daily and monthly hospital discharge data via a secure transmission and stored in two distinct Oracle tables (EARS and NEDSS). Hospitals provide monthly data electronically on all patients seen in their facility that have been discharged and have an International Classification of Disease Ninth Revision – Clinical Modification Code (ICD-9-CM).

- 3.13 Data are stored in an Oracle table (NEDSS) and parsed to the different program areas based on ICD-9-CM schema. The NEDSS data are also queried for analysis.

**4. RFP Project Schedule**

| <b>Task</b>                                                | <b>Date</b>         |
|------------------------------------------------------------|---------------------|
| First Advertisement Date for RFP                           | 08/12/08            |
| Second Advertisement Date for RFP                          | 08/19/08            |
| Mandatory Vendors' Conference                              | 08/21/08            |
| Deadline for Vendor's Written Questions                    | 08/29/08            |
| Deadline for Questions Answered and Posted to ITS Web Site | 09/08/08            |
| Open Proposals                                             | 09/22/08            |
| Evaluation of Proposals                                    | 09/23/08 – 10/24/08 |
| ITS Board Presentation                                     | 11/20/08            |
| Contract Negotiation                                       | 10/27/08 – 11/12/08 |
| Proposed Project Implementation Start-up                   | 12/01/08            |

## 5. Statements of Understanding

- 5.1 The Vendor must provide an Executive Summary that will condense and highlight the contents of the proposal to provide the State with a summary of the Vendor's qualifications and approach to meeting the stated requirements of this RFP.
- 5.2 The Vendor must acknowledge that the State expects a contract to be negotiated and executed within fifteen (15) days of award. Therefore, Vendor must submit as part of the proposal a letter to the State signed by the Vendor's legal counsel certifying that he/she has reviewed the RFP, the Vendor's proposal in response to the RFP and the Standard Contract included in Exhibit A.
- 5.3 The Vendor must understand that MSDH is not looking for ground up development but rather an existing system that can be modified to meet the requirements specified herein.
- 5.4 Vendor must acknowledge that he/she has read and understands that the privacy and security requirements stipulated in Exhibit B "CDC Technical Guidance for HIV/AIDS Surveillance Programs" will be a part of any development or interfacing with existing surveillance programs. Vendor must document to the satisfaction of MSDH that his/her system meets the requirements by acknowledging the requirements and contractually committing to implement all requirements stipulated in Exhibit B.
- 5.5 The Vendor submitting the proposal must agree to act as Prime contractor on this project and must guarantee the integration, performance and delivery of all tasks, goods and services under this contract regardless of the number of subcontractors employed by the proposing Vendor. The Vendor must be prepared, at the option of MSDH, to provide all services necessary for implementation of the proposed solution including software, installation,

training, maintenance, and support. If the use of Subcontractors is planned, the proposal must specifically identify the tasks that each Subcontractor is to perform. Proposals offering joint ventures between Vendors will not be accepted. The State will enter into a contract only with the Prime contractor.

- 5.6 The Vendor must understand and provide information in his response to support a deliverable-based project. The MSDH intends to pay based on milestones and deliverables throughout the project with a retainage held for each deliverable as outlined in Section VII.28.13. The Project Work Plan and the Cost Proposal should define and denote milestones and deliverables, both paid and unpaid, for the entirety of the project.
- 5.7 The Vendor must provide all software components and implementation services (data conversion, installation, training, support and other services) with sufficient knowledge transfer to state personnel as necessary for turnkey implementation of the proposed solution.
- 5.8 The State acknowledges that the functional specifications for the system requested by this RFP may not be exhaustive. Rather, these specifications reflect the known requirements necessary for MSDH to have a fully functional, efficient, turnkey system. Vendor is tasked with proposing a complete system and fully describing those system features that meet these known specifications.
- 5.9 While the State has attempted to define all the requirements necessary for the successful integration/implementation of a statewide public health management system, the State expects the Vendor to work in conjunction with MSDH staff following contract award to perform a detailed analysis of the functional specifications and identify any areas that may have been overlooked or misstated.
- 5.10 The State intends to be fully involved in all aspects of the project and will assign a full time project manager and a senior manager for project oversight. MSDH functional users, MSDH database administrators, and ITS and MSDH technical staff will be fully involved as members of the project team and knowledge transfer will be a key element/requirement of this proposal. All development will be done in MSDH's development environment and the MSDH staff will be responsible for migrating the software from the development environment into the test and production environments.
- 5.11 The Vendor is requested to provide details on what features, functions, or other considerations exclusive of the specified requirements either his company or the proposed software afford the customer that may provide a distinct value to MSDH. In the event that MSDH and ITS agree that such features, functions or other considerations do provide a distinct benefit, the State reserves the right to give the Vendor additional consideration. ITS and MSDH will make the sole assessment of the relative merits of each added value proposal to the agency.

- 5.12 The State reserves the right to ask any technical question and request any technical documentation that may arise from a sales presentation, functional demonstration, technical demonstration, or communication related to the Vendor's products or services. The Vendor must provide answers to technical questions and requested documentation prior to the completion of the evaluation and subsequent contract award.
- 5.13 MSDH is seeking to greatly improve staff productivity and efficiency through the implementation of the proposed system. Solutions that interject additional processing overhead or system inefficiencies in the sole judgment of MSDH and ITS may be disqualified.
- 5.14 The Vendor is expected to make all project records accessible during the duration of the project and for up to three years after the project completion date.
- 5.15 All findings, designs, development, customizations, documentation, and other deliverables produced under this contract become the exclusive property of the State for use without restriction. Upon final acceptance of the system, Vendor shall, provide costs for MSDH to license the integrated design framework which contains all relevant tools and technical information required to implement, modify and maintain the application for any developed and/or custom tailored software. MSDH reserves the right not to purchase the integrated design framework and tools.
- 5.16 Upon award, the Vendor shall place a current copy of the data dictionary, system documentation, object code and source code in escrow to be updated with each version or update release of the software. Vendor shall immediately provide for MSDH a copy of the escrow agreement and the name and address of the agent. The escrow agreement must authorize the escrow agent to release the data dictionary, documentation, object code and source code to MSDH upon the Vendor's or the software manufacturer's cessation, for any reason, to do business, or if bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation or other similar proceedings are instituted by or against the Vendor or the software manufacturer. The Vendor shall pay all costs of providing and maintaining the escrow agreement, including the fees of the escrow agent. The copy of the source code placed in escrow shall be reproduced and maintained using a commonly accepted data recording protocol. Program documentation must accompany the source code and shall be sufficient to allow a competent programmer to use in order maintain the source code programs.
- 5.17 Vendors may request additional information or clarifications to this RFP using the following procedure. Vendors must clearly identify the specified paragraph(s) in the RFP that is in question. Vendor must deliver a written document to Donna Hamilton at ITS by Friday, August 29, 2008, at 3:00 P.M. This document may be delivered by hand, via mail, e-mail or by fax. Address information is contained on page one of this RFP. Fax number is (601) 354-

6016. ITS WILL NOT BE RESPONSIBLE FOR DELAYS IN THE DELIVERY OF QUESTION DOCUMENTS. It is solely the responsibility of the Vendor that the clarification document reaches ITS on time. Vendors may contact Donna Hamilton to verify the receipt of their document. Documents received after the deadline will be rejected. All questions will be compiled and answered and a written document containing all questions submitted and corresponding answers will be distributed to each Vendor and posted on the ITS web site by close of business on Monday, September 8, 2008.

**6. Mandatory Vendors' Conference**

- 6.1 All Vendors desiring to submit a proposal in response to this RFP must attend a mandatory Vendors' Conference on Thursday, August 21, 2008, at 10:00 a.m. Central Time at the Mississippi Department of Information Technology Services, 4<sup>th</sup> floor classroom of the Robert G. Clark, Jr. Building, 301 North Lamar Street, Jackson, Mississippi 39201.
- 6.2 Each Vendor choosing to participate as a prime contractor must be represented at the conference by a bona fide and knowledgeable employee. No other agent or representative will qualify.
- 6.3 Vendors should familiarize themselves with this RFP prior to attending the mandatory Vendors' Conference and should come prepared to ask questions. No verbal communications will be binding. All Vendor questions will be addressed as described in VII.5.17, above.
- 6.4 Proposals will not be accepted from Vendors who do not attend the mandatory Vendors' Conference.

**7. Vendor Background and Experience**

- 7.1 Organization Size and Structure
  - 7.1.1 The Vendor must document proven experience providing similar products and services for public health agencies.
  - 7.1.2 The Vendor must provide corporate information to include the parent corporation and any subsidiaries.
  - 7.1.3 The Vendor must describe the organization's size and organizational structure and state whether the Vendor is based locally, regionally, nationally or internationally as well as its relationship to any parent firms, sister firms or subsidiaries.
  - 7.1.4 The Vendor must provide the location of its principal office and the number of executive and professional personnel employed at this office.

7.1.5 If incorporated, the Vendor must provide the name of the state of incorporation. The Vendor's firm must be registered with the Mississippi Secretary of State's Office prior to contract execution.

7.1.6 Vendor must include a copy of the corporation's most recent annual report, including consolidated balance sheets and related statements of income, stockholders' or partners' equity and changes in financial position, for each of the three fiscal years preceding the end of the most recent fiscal year. The financial information listed above should be compiled, reviewed and audited by a Certified Public Accountant or Chartered Accountant.

## 7.2 Vendor Staff Qualifications

7.2.1 The Vendor must propose appropriate quantity and quality of staff to ensure a successful completion of this project.

7.2.2 The Vendor must supply an organizational chart identifying the personnel assigned to the project, and the chain of command inside the Vendor's organization for that designated staff.

7.2.3 The Vendor must describe the issue resolution escalation process that will be used within the Vendor's organization to resolve any problems or issues that may arise during the course of the project.

7.2.4 Upon contract award, the Vendor must commit the key personnel named in the proposal for the duration of the project and must specify the percentage of time that each person will commit to the project. All project personnel must have prior experience appropriate to the proposed project assignment for the minimum amount of time specified below. Technical personnel must possess all requisite skills appropriate to their assignments. The State considers the following to be key Vendor roles on the project:

- Project Manager – minimum of 10 years related experience,
- System Architect – minimum of 10 years related experience,
- Senior Business Systems Analyst – minimum of 5 years related experience,
- Application Development Lead – minimum of 5 years related experience,
- Database Administrator (DBA) Lead – minimum of 5 years related experience,

- Conversion Manager – minimum of 5 years related experience,
- Testing Manager – minimum of 5 years related experience,
- Implementation Manager - minimum of 5 years related experience,
- Training Manager– minimum of 3 years related experience, and
- Trainers and Instructors – minimum of 3 years related experience.

- 7.2.5 The Vendor must provide resumes and references for each key individual to be assigned to the project. Resumes for key personnel to be supplied by subcontractors must also be provided. Resumes must reflect qualifications and experience relevant to the scope of work indicated in this RFP. Each resume must include at least three references that can be contacted to verify the individual's qualifications and experience. Each reference must include the individual's name, title, company name or organization, E-Mail address, mailing address, and telephone number. The resumes must be limited to two pages per person.
- 7.2.6 Key individuals must be available to work on the project once an award is made and a contract is signed. All Vendor key staff members must be approved by MSDH prior to the start of the project. Any replacement or substitution of staff as proposed requires written approval from the MSDH prior to replacement or substitution.
- 7.2.7 The Vendor's Project Manager will be required to work onsite for the duration of the project. The remaining key personnel will be required to work onsite during the particular phase(s) for which they are responsible.
- 7.2.8 The proposed project staff must be U.S. citizens or meet and maintain employment eligibility requirements in compliance with all INS regulations. Vendor must provide evidence of identification and employment eligibility prior to the award of a contract that includes any personnel who are not U.S. citizens.
- 7.2.9 The proposed project staff must have the ability to effectively communicate in English (verbal and written).

## **8. Vendor Requirements**

- 8.1 The Vendor must describe in narrative form, the history of the product(s) being proposed, including the first site installation, the initial development platform, the target database and the development tools used. Vendor should also include details about any ongoing enhancements and upgrades currently in progress.
- 8.2 Vendor must include a detailed description of how the proposed solution meets the “critical” CDC PHIN Requirements that must be met in order for MSDH to be PHIN Certified. At a minimum, Vendor must describe how the proposed solution meets the CDC PHIN Requirements for System Architecture, Audit Trail, Vocabulary Standards, Data Modeling and Data Repositories, Operations, System Security and Availability, and Privacy.
- 8.3 Vendor must address, as part of the proposal response, the following PHIN areas as they apply to the proposed solution:
- Connecting Laboratory Systems,
  - Countermeasure and Response Administration,
  - Early Event Detection,
  - Outbreak Management,
  - Partner Communications and Alerting.
- 8.4 Vendor should provide information about any innovative approaches and/or solutions offered in the system and identify overall and application-specific features and capabilities that differentiate this system from the competition.
- 8.5 The Vendor should describe various business automation capabilities available with the proposed system that would enhance efficiency of operations in each functional area of MSDH.
- 8.6 The Vendor must furnish and maintain all software, gateways and interfaces required to successfully deploy and operate the system as defined herein. The Vendor should identify both the system software and any third party software needed to operate the proposed system. The Vendor must list software brand name, version, quantities, and descriptions. These items should be itemized and included in the overall project cost in Section VIII: Cost Information Submission.
- 8.7 Vendor must use a Structured Development Methodology (SDM) on all phases of this project. Vendor should identify and describe the SDM as well as any requisite software tools that will be used to implement this system. The SDM must allow for detailed analysis and confirmation of the functional specifications prior to system and database design.
- 8.8 The Vendor must agree that, notwithstanding anything to the contrary in this agreement, MSDH shall have:

- 8.8.1 Unlimited use by licensed users of the software products acquired for MSDH operations,
  - 8.8.2 Use of such software products with a backup platform system should it be deemed necessary by MSDH,
  - 8.8.3 The right to copy such software for safekeeping and backup purposes, and
  - 8.8.4 The right to reproduce any and all physical documentation supplied, provided that such reproduction shall be for the sole use of the MSDH.
- 8.9 The proposed new system:
- 8.9.1 Must operate over the existing MSDH network and make full utilization of the current State infrastructure and available network options;
  - 8.9.2 Must operate in a web-based, on-line, real-time environment that meets system security and availability standards in compliance with the current CDC PHIN Requirements;
  - 8.9.3 Must be comprised of independent, integrated modules such that the system can be purchased and upgraded by module. MSDH may or may not purchase all modules;
  - 8.9.4 Must be table-driven; and
  - 8.9.5 Must be developed using open system interconnection (OSI) and open architecture technology standards in compliance with current CDC PHIN Requirements.
- 8.10 If Vendor chooses to propose a proprietary system, Vendor must provide documentation in this proposal response for the software development tool(s) that will be used and must include the tools in any requested system demonstration. The State reserves the right to reject the proposal if the proprietary tool(s) are found to be unacceptable in the sole discretion of the State. The Vendor must identify in their cost proposal the cost of licensing the tool(s) to MSDH.
- 8.11 Vendor should provide a list of operational sites, including contact names and phone numbers, which are similar in size and scope to the system proposed for MSDH. As part of the evaluation process, MSDH may choose to request a live site demonstration of the proposed system. One or more of the operational sites may be designated as a preferred demonstration site.
- 8.12 It is strongly preferred that all other major components/modules (e.g., immunization, disease surveillance inventory management, etc.) have been

operational for one year. Vendor must specify which, if any, of the proposed components/modules have been in production for one year or more.

- 8.13 The Vendor must make full utilization of the State's development environment including the software tools and packaged software needed to perform application enhancements. The Vendor must specify any other necessary development tools and provide a summary of the functions and capabilities of these tools. The cost of any additions to the development environment must be included in Section VIII: Cost Information Submission.
- 8.14 The State does not intend to purchase hardware in this procurement. However, the Vendor must provide detailed hardware specifications and capacities necessary for the State to determine if additional equipment is necessary to implement the proposed system.

**9. Project Management and Project Work Plan**

- 9.1 The Vendor must provide a Project Manager for project oversight and an onsite project management.
- 9.2 The MSDH will identify a primary contact to serve as the MSDH Project Manager for all project activities. The Vendor must acknowledge that the Vendor staff will work under the direction of the MSDH Project Manager for the duration of the project.
- 9.3 Project management activities will include but not be limited to:
  - 9.3.1 Establishing and administering controls to ensure the quality of deliverables are acceptable to MSDH,
  - 9.3.2 Developing (with MSDH assistance) and maintaining a detailed work plan and schedule,
  - 9.3.3 Monitoring project activities to ensure project schedules are met, and
  - 9.3.4 Providing weekly and monthly status reports.
- 9.4 The Vendor's Project Manager must be able to authorize changes and will be expected to escalate any problems or issues that cannot be resolved by on-site staff. The MSDH Project Manager will be empowered to make decisions necessary to keep the project on track and moving forward.
- 9.5 The Vendor's Project Manager and Conversion Manager shall work onsite for the duration of the project. Other assigned Vendor staff must work onsite at MSDH facilities during the following phases of the project: requirements analysis, database and application design, code reviews, installation, training, data conversion, system test, QA and pilot test, acceptance test, and implementation of the system. The onsite staff must be available to participate in project-related meetings as scheduled by MSDH staff.

- 9.6 For work being performed onsite in Jackson, the State will provide limited office workspace for up to four Vendor staff. All others must be located in the Jackson metro area at Vendor's expense. Onsite work must be performed during normal business hours, 8:00 a.m. until 5:00 p.m. Central Time. The Vendor is expected to provide equipment for the assigned staff (laptop or desktop configured with a 10/100 Ethernet card that will allow connectivity with the state's network) with the necessary hardware for implementation.
- 9.7 The Vendor's Project Manager must give oral status reports to MSDH management upon request. Vendor must conduct bi-weekly status meetings and provide bi-weekly written status reports. The status report is to be delivered no later than noon on the Friday ending the two-week reporting period. A complete set of updated reports from the project management software, along with an electronic copy of the corresponding project work plan is to be provided with each biweekly status report. The report must include:
- Technical status of the project including work package and deliverable status and forecast for next reporting period;
  - Accomplishments for the reporting period;
  - Work planned for the next reporting period;
  - Schedule status of the project including milestones and schedule summary;
  - Problems which are affecting or could affect progress including the proposed or actual resolution;
  - Proposed changes to the project work plan and reasons for the changes;
  - Updated detailed project plan with changes highlighted; and
  - Risk analysis/mitigation plan.
- 9.8 The Vendor must submit as part of his proposal a detailed preliminary Project Work Plan. This preliminary project plan will form the basis for a mutually agreed upon final project plan to be jointly developed by the Vendor and the MSDH project staff following contract award.
- 9.9 The mutually agreed upon final project plan for each phase must be completed and signed within thirty (30) calendar days following contract execution. Failure to arrive at a mutually agreed upon final project plan may be cause for contract cancellation. The final project plan will become an addendum to the contract. Any changes to the finalized project plan will require the signatures of the Vendor and the State.
- 9.10 The Vendor should include tasks for the entire project lifecycle, (e.g., planning, requirements gathering, analysis, design, development/modification, installation, testing, revisions, conversion, training, system rollout, post-production support). The preliminary Project Work Plan must identify all

major project phases, major activities within each phase, and timeframes for each project phase, assigned resources by name and/or title, major project milestones, quality assurance checkpoints, and all deliverables for each phase.

- 9.11 The project plan must allow reasonable time for MSDH to review and approve task completion deliverables, without interrupting the Vendor's continuing progress toward completion of the project. A minimum of 10 working days will be required for all deliverable approvals.
- 9.12 The project plan must be structured so as to minimize disruption and interference with MSDH's daily operations.
- 9.13 As an initial project deliverable, the Vendor must provide a Risk Management Plan that analyzes the major risks facing the project and clearly states the actions the Vendor plans to take to mitigate the project risks that were identified.

10. **Standards**

MIDSS must comply with the following state and federal standards.

- **Public Health Information Network (PHIN) Requirements**  
<http://www.cdc.gov/phin/>
- **Health Insurance Portability and Accountability Act (HIPAA)**  
<http://www.hhs.gov/ocr/hipaa/>
- **CDC's National Electronic Disease Surveillance System (NEDSS)**  
<http://www.cdc.gov/nedss/>
- **CDC-NEDSS Public Health Conceptual Data Model (PHCDM)**  
<http://www.cdc.gov/nedss/DataModels/>
- **Health Level Seven (HL7) version 2.5 Standards for Messaging and the Reference Information Model (RIM)**  
<http://www.hl7.org/>
- **Logical Observation Identifiers Names and Codes (LOINC) laboratory terminology standards**  
<http://www.regenstrief.org/loinc/>
- **The Systematized Nomenclature of Medicine (SNOMED)**  
<http://www.snomed.org/>
- **CDC's National Immunization Program (NIP) Standards**  
<http://www.cdc.gov/nip>
- **Advisory Committee on Immunization Practices (ACIP) Recommendations**  
<http://www.cdc.gov/nip/ACIP/default.htm>

- **Technical Guidance for HIV/AIDS Surveillance Programs, Volume III: Security and Confidentiality Guidelines**  
<http://www.cdc.gov/hiv/topics/surveillance/resources/guidelines/guidance/>
- **MSDH Standard Database Design Lifecycle**  
Exhibit C

## 11. **Functional Requirements**

The Vendor must complete the following Functional Requirement Traceability Matrix. The Vendor must clearly classify each requirement into one of the following categories.

P = Part of Current Product

C = Custom Enhancement

E = Enhancement through a third party

D = Currently being developed

A = Alternate Solution

N = Not Supported.

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

Vendors must carefully detail the manner and degree by which the proposal meets or exceeds each specification. Vague or inconclusive responses will be judged as non-responses within the context of the evaluation.

## 11.1 Global Conditions

| Requirement                                                                                                                                                                                      | Respond with P, C, E, D, A or N | Explanation |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------|
| 11.1.1 The proposed system must make extensive use of workflow throughout the system by promoting the following:                                                                                 |                                 |             |
| 11.1.1.1 Statewide sharing of data across all modules                                                                                                                                            |                                 |             |
| 11.1.1.2 Utilizes the existing MSDH Health Alert Network (HAN) to implement an agency/user notification process to proactively alert all users when an event requires their attention or action, |                                 |             |
| 11.1.1.3 Decreases user intervention (i.e. when an event occurs automatically update corresponding data fields in other modules and notify user of update) and                                   |                                 |             |
| 11.1.1.4 Reduces dependency on paper forms/paper flow.                                                                                                                                           |                                 |             |
| 11.1.2 The proposed system must meet the following requirements for <b>Data Entry</b> :                                                                                                          |                                 |             |
| 11.1.2.1 Eliminates redundant data entry,                                                                                                                                                        |                                 |             |

| Requirement                                                                                                                                                                                                      | Respond with P, C, E, D, A or N | Explanation |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------|
| 11.1.2.2 Minimizes erroneous data,                                                                                                                                                                               |                                 |             |
| 11.1.2.3 Contains rigid controls and edit checks to prevent invalid or incomplete entry of data,                                                                                                                 |                                 |             |
| 11.1.2.4 Capable of sending warning messages/alerts when data integrity is violated or a business rule conflict exists                                                                                           |                                 |             |
| 11.1.2.5 Provides for rapid data entry in modules where large amounts of data must be entered to complete a transaction,                                                                                         |                                 |             |
| 11.1.2.6 Provides validation tables/lists of values for users when the field has multiple possible selections, and allows users to select from a list of valid values by entering the code or by mouse clicking, |                                 |             |
| 11.1.2.7 Presents the screens in the order defined by the users and allow them to be modified by the agency's system administrator, and                                                                          |                                 |             |
| 11.1.2.8 Automatically takes the user to the next screen that is to be completed or displayed.                                                                                                                   |                                 |             |

| Requirement                                                                                                                                                                                                                                                                                                                                                                                                                                                | Respond with P, C, E, D, A or N | Explanation |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------|
| 11.1.3 The proposed enterprise system must meet the following requirements for Patient Record Search and Display:                                                                                                                                                                                                                                                                                                                                          |                                 |             |
| 11.1.3.1 Provides search capability to locate existing records. Must include, at a minimum, the ability to search by name (including phonetic searches), aliases, patient ID number, social security number, insurance number, date of birth, sex, mother's maiden name, and county of residence. It must also create a candidate list based on specified criteria allowing the user to select patient(s) from this list for further automated processing. |                                 |             |
| 11.1.3.2 Displays patient ID, name (first, middle, surname, and suffix) and date of birth on all screens.                                                                                                                                                                                                                                                                                                                                                  |                                 |             |
| 11.1.3.3 Displays a synoptic listing for all records in descending order. Must include summary of status details and provide the ability to display additional details linked to that particular patient or record.                                                                                                                                                                                                                                        |                                 |             |

| Requirement                                                                                                                                                                                                                                                                                                                         | Respond with P, C, E, D, A or N | Explanation |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------|
| 11.1.3.4 Cross reference aliases to the person index.                                                                                                                                                                                                                                                                               |                                 |             |
| 11.1.3.5 Displays an overall summary of the automated patient master file in a single screen user-defined format.                                                                                                                                                                                                                   |                                 |             |
| 11.1.3.6 Displays patient detailed information as an integrated master file view including tabbed sub-categories for logical groups of data.                                                                                                                                                                                        |                                 |             |
| 11.1.3.7 Displays previous health records for a patient.                                                                                                                                                                                                                                                                            |                                 |             |
| 11.1.4 The system must meet the following requirements for Integration:                                                                                                                                                                                                                                                             |                                 |             |
| 11.1.4.1 Provides system-wide access to information. The ability to access this information should be a function of the particular users' security clearance; staff provided with a high enough clearance, should have the ability to review any information on the system, other than information restricted by regulation or law. |                                 |             |

| Requirement                                                                                                                                                                                                                                                                                                                                                        | Respond with P, C, E, D, A or N | Explanation |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------|
| 11.1.4.2 Designed to be implemented as a series of modular units with well-defined system interfaces and interchangeable components to allow future growth and enhancements.                                                                                                                                                                                       |                                 |             |
| 11.1.4.3 Based on open system architecture to enable interface with possible future development.                                                                                                                                                                                                                                                                   |                                 |             |
| 11.1.5 The system must meet the following requirements for Auditability:                                                                                                                                                                                                                                                                                           |                                 |             |
| 11.1.5.1 Supports an audit trail of data records.                                                                                                                                                                                                                                                                                                                  |                                 |             |
| 11.1.5.2 Monitors record updates to support detailed auditing of system usage. Record all data changes, updates, deletions, record dissemination, etc., including the time the change occurred and the identifiers of user and workstation or batch utility. The file containing this audit data must be secure and restricted to a few specified access profiles. |                                 |             |

| Requirement                                                                                                                                                                                   | Respond with P, C, E, D, A or N | Explanation |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------|
| 11.1.5.3 Provides a secured means of viewing the audit logs in a usable fashion for any authorized system user.                                                                               |                                 |             |
| 11.1.5.4 Provides a stored procedure/program that automatically archives the audit log records older than a specified date to an off-line location.                                           |                                 |             |
| 11.1.5.5 Provides a way to secure the audit logs from tampering.                                                                                                                              |                                 |             |
| 11.1.5.6 Captures a log of all system-generated notifications. Capture the date, time, triggering event or user initiating the notification, and the user to which the notification was sent. |                                 |             |
| 11.1.6 The system must meet the following requirements for <b>On-Line Help</b> :                                                                                                              |                                 |             |
| 11.1.6.1 Provides on-line help documentation that is viewable on each workstation.                                                                                                            |                                 |             |
| 11.1.6.2 Provides the capability to allow easy topic and keyword searching with a few mouse actions.                                                                                          |                                 |             |

| Requirement                                                                                                                                                                                                    | Respond with P, C, E, D, A or N | Explanation |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------|
| 11.1.6.3 Provides the capability for users to print pages as required.                                                                                                                                         |                                 |             |
| 11.1.6.4 Prefer field sensitive help that automatically displays hints for data entry fields.                                                                                                                  |                                 |             |
| 11.1.6.5 Provides descriptive error messages when database integrity or edit checks are violated.                                                                                                              |                                 |             |
| 11.1.7 The proposed system must provide Alerts/Notifications to system users in compliance with current CDC PHIN Requirements via MSDH's existing Health Alert Network (HAN) system by Proxicom.               |                                 |             |
| 11.1.8 The proposed system must provide Electronic Data Exchange in compliance with current CDC PHIN Requirements (e.g. message construction, message routing, message parsing, and secure message transport.) |                                 |             |
| 11.1.9 The proposed system must ensure the protection of sensitive data in compliance with the Privacy standards                                                                                               |                                 |             |
| 11.1.10 The proposed system must utilize Vocabulary Standards in compliance with PHIN VADS                                                                                                                     |                                 |             |

| Requirement                                                                                                                                                                                              | Respond with P, C, E, D, A or N | Explanation |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------|
| 11.1.11 The proposed system must provide an alternative mechanism for capturing MSDH staff authorization without having to print a paper copy for signature (i.e., electronic signature)                 |                                 |             |
| 11.1.12 The proposed system must meet the following requirements for System and Security Administration Reporting:                                                                                       |                                 |             |
| 11.1.12.1 Create a Screen Display and Report of Data Code Tables to allow users to verify the current content of data tables to be used in preparing inputs to the system and in reading output reports; |                                 |             |
| 11.1.12.2 User ID Confirmation Notice that confirms the establishment of a new user in the system and provides the new ID and temporary password to that user;                                           |                                 |             |
| 11.1.12.3 Create a Screen Display of All Users to provide a list of all authorized users created in the system;                                                                                          |                                 |             |
| 11.1.12.4 Create a User Capability Profile to Identify the authorized capabilities for each user in the system;                                                                                          |                                 |             |

| Requirement                                                                                                                                                                            | Respond with P, C, E, D, A or N | Explanation |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------|
| 11.1.12.5 Create a User capability audit file;                                                                                                                                         |                                 |             |
| 11.1.12.6 Provide the ability to produce a System Access Log Listing Report to show who has logged into the system during a specified period;                                          |                                 |             |
| 11.1.12.7 Must have the ability to create Unauthorized Access Report that provides detailed information about attempts to gain access to functions for which a user is not authorized; |                                 |             |
| 11.1.12.8 Provide Modified data element audit file/report to identify modified data elements;                                                                                          |                                 |             |
| 11.1.12.9 Create screen display and report of system parameters for configuring the installation of the system;                                                                        |                                 |             |
| 11.1.12.10 Provide Archive files to preserve historical patient records according to parameters specified by MSDH;                                                                     |                                 |             |

| Requirement                                                                                                                                                                                                                                                                                                        | Respond with P, C, E, D, A or N | Explanation |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|-------------|
| 11.1.12.11 Provide a Code Table Change Report to allow users to identify when changes have been made to the content of data tables and who has made these changes.                                                                                                                                                 |                                 |             |
| 11.1.12.12 Provide a Modified Data Element Report to provide detailed audit information about changes to the system data. It will also be used to report information to identify any fraudulent patterns of system usage by entering a particular location, period of time, or user to show types of changes made. |                                 |             |

## 12. Core Functions

- CF#1 – Common Registration Interface
- CF#2 – Billing
- CF#3 – Patient Eligibility
- CF#4 – Lab Specimen and Result Tracking
- CF#5 – Security and Auditability
- CF#6 – Interfaces
- CF#7 – Training
- CF#8 – Surveillance
- CF#9 – Reporting
- CF#10 – Quality Control (QC) and Quality Assurance (QA)
- CF#11 – Web-based access
- CF#12 – Referrals and Authorizations
- CF#13 – Inventory Management
- CF# 14 – Case Management

| Requirement                                    | Respond with P, C, E, A, D, or N | Explanation |
|------------------------------------------------|----------------------------------|-------------|
| 12.1 CF#1 - Common Registration Interface      |                                  |             |
| 12.1.1 Create and maintain a patient registry; |                                  |             |

| Requirement                                                                                                                                                                                                     | Respond with P, C, E, A, D, or N | Explanation |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------|
| 12.1.2 Provide unique patient IDs;                                                                                                                                                                              |                                  |             |
| 12.1.3 Provide the ability to create and update patient record in system including records for non-MSDH patients that are submitted by outside sources;                                                         |                                  |             |
| 12.1.4 Provide interface to Social Security Administration (SSA) for checking the validity of Social Security numbers;                                                                                          |                                  |             |
| 12.1.5 Provide the ability to capture hospital code and hospital name;                                                                                                                                          |                                  |             |
| 12.1.6 Provide online access to Medicaid eligibility status;                                                                                                                                                    |                                  |             |
| 12.1.7 Provide a means to deactivate and reactivate patient records;                                                                                                                                            |                                  |             |
| 12.1.8 Provide the ability to retrieve or display patient records by selected variables as defined by MSDH business rules (e.g., SSN, patient ID, family ID, patient name, date of birth, county of residence); |                                  |             |

| Requirement                                                                                                                                                                                                                                                     | Respond with P, C, E, A, D, or N | Explanation |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------|
| 12.1.9 Provide family/group ID to link family member patients, with the ability to link, unlink, and re-link family members (e.g., a foster child starts out in its natural family, becomes a foster child in another family, then is placed back in the home); |                                  |             |
| 12.1.10 Provide the capability to enter notes or comments on a patient's record. Also prohibit existing notes from being modified (i.e., user must start a new note) and maintain a history of all notes and authors;                                           |                                  |             |
| 12.1.11 Provide flags on initial intake and/or appointment screen alerting the user of the existence of a comment in that record;                                                                                                                               |                                  |             |
| 12.1.12 Provide the ability to update the comments in a patient's record;                                                                                                                                                                                       |                                  |             |
| 12.1.13 Provide for recording the cultural and language needs of program patients;                                                                                                                                                                              |                                  |             |
| 12.1.14 Record that residency and identity were verified and record the source of verification for each applicant;                                                                                                                                              |                                  |             |

| Requirement                                                                                                                                                               | Respond with P, C, E, A, D, or N | Explanation |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------|
| 12.1.15 Provide for tracking of multiple births;                                                                                                                          |                                  |             |
| 12.1.16 Provide for tracking of births for previously infected women;                                                                                                     |                                  |             |
| 12.1.17 Provide a record indicator that a child is in foster care system;                                                                                                 |                                  |             |
| 12.1.18 Provide a record indicator if educational materials are recommended for the program area(s) to which the patient is registered;                                   |                                  |             |
| 12.1.19 Provide for the ability to enter and track demographic information of patients;                                                                                   |                                  |             |
| 12.1.20 Provide the ability to record multiple races for a patient;                                                                                                       |                                  |             |
| 12.1.21 Provide the ability to capture ethnic origin in addition to race;                                                                                                 |                                  |             |
| 12.1.22 Provide a system prompt for verifying homeless status for those identified as homeless, (i.e., asking the applicant to describe their fixed night time location); |                                  |             |

| Requirement                                                                                                                                                                                                                                                      | Respond with P, C, E, A, D, or N | Explanation |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------|
| 12.1.23 Provide verification of patient's death status utilizing the Vital Records database prior to generating any external correspondence (e.g., reminders, notices, letters, etc.);                                                                           |                                  |             |
| 12.1.24 Provide for a means to track patient's forms, lab slips, etc. during a patient's appointment (printing labels to be attached to forms, printing forms with the pertinent patient identifying data, or producing bar codes for specific patient's forms); |                                  |             |
| 12.1.25 Provide the ability to record SSN;                                                                                                                                                                                                                       |                                  |             |
| 12.1.26 Provide for comment field(s) with controlled access;                                                                                                                                                                                                     |                                  |             |
| 12.1.27 Provide system prompts when changing demographic information offering choices on related fields (e.g., should notices be sent?);                                                                                                                         |                                  |             |

| Requirement                                                                                                                                                                                                                                                                                                                                                                                                                | Respond with P, C, E, A, D, or N | Explanation |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------|
| <p>12.1.28 Automatic duplication prevention and correction:</p> <p>A. Allow for automatic checking for duplicate records;</p> <p>B. Flag potential duplicate records (e.g.: if the SSN is already in the system, if the patient name is similar and birth date matches, etc.); and</p> <p>C. Provide the ability to resolve duplicate records according to MSDH business rules (e.g., delete, inactivate, merge, etc.)</p> |                                  |             |
| <p>12.1.29 Create and maintain patient records accessible by system users within the system;</p>                                                                                                                                                                                                                                                                                                                           |                                  |             |
| <p>12.1.30 Provide ability to update information in patient's record;</p>                                                                                                                                                                                                                                                                                                                                                  |                                  |             |
| <p>12.1.31 Provide ability to process patient transfers. The clinic receiving an in-state patient from another Mississippi clinic must be able to initiate a patient transfer to have the patient's medical records mailed to the receiving clinic;</p>                                                                                                                                                                    |                                  |             |

| Requirement                                                                                                           | Respond with P, C, E, A, D, or N | Explanation |
|-----------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------|
| 12.1.32 Provide ability to maintain patient's previous data (e.g.: previous address)                                  |                                  |             |
| 12.1.33 Provide a history of addresses for contacts (e.g., sexual partners of initial patient)                        |                                  |             |
| 12.1.34 Maintain and provide viewing capability of historical record of patient information                           |                                  |             |
| 12.1.1.35 Designate/update medical home of patient                                                                    |                                  |             |
| 12.1.36 Screen and refer patient for other essential services needed                                                  |                                  |             |
| 12.1.37 Reports                                                                                                       |                                  |             |
| 12.1.37.1 Provide a Screen Display of changes to patient records - Display of any changes made to a patient's record. |                                  |             |
| 12.1.37.2 Provide a Patient Services Summary Report that summarizes services provided to a patient.                   |                                  |             |

| Requirement                                                                                                                                                                         | Respond with P, C, E, A, D, or N | Explanation |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------|
| 12.1.37.3 Provide a Patient Source of Health Care Report containing the providers where the patient receives health care.                                                           |                                  |             |
| 12.1.37.4 Provide a Patient Summary Document report to summarize case information of a patient for reference by local staff.                                                        |                                  |             |
| 12.1.37.5 Provide a Patients by County and Municipality Local Agency and State Summary Reports that lists patients by geographical grouping as specified (i.e. county, state, etc). |                                  |             |
| 12.1.37.6 Provide referrals from MSDH to/from Outside Agencies, Local Agency, and State Reports that list referrals of patients to outside agencies, local and state agencies.      |                                  |             |

| Requirement                                                                                                                                                                                                                                                                                                       | Respond with P, C, E, A, D, or N | Explanation |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------|
| 12.1.37.7 Provide an Aggregate Health and Social Service Program Referrals Report that displays the frequency of referrals made and outcomes and referrals from other programs as follows:<br><br>Frequency: On demand, Monthly<br><br>Distribution: Local clinic staff, state office staff, district level staff |                                  |             |
| 12..2 CF#2 - Lab specimen and result tracking                                                                                                                                                                                                                                                                     |                                  |             |
| 12.2.1 Provide the ability to receive laboratory requests, accept specimen and sample data, manage these data and report electronic results in compliance with current CDC PHIN Requirements                                                                                                                      |                                  |             |
| 12.2.2 Provide for on line tracking of lab specimens and test results with the state lab                                                                                                                                                                                                                          |                                  |             |
| 12.2.3 Provide for on line tracking of lab specimens and test results with the other contracted labs                                                                                                                                                                                                              |                                  |             |
| 12.2.4 Allow end-users to print requisition forms for lab tests                                                                                                                                                                                                                                                   |                                  |             |

| Requirement                                                                                                                                                                                                                                                                                                                                                                | Respond with P, C, E, A, D, or N | Explanation |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------|
| 12.3 CF#3 – Security and Auditability                                                                                                                                                                                                                                                                                                                                      |                                  |             |
| 12.3.1 Ensure that sensitive or critical electronic data are not lost, destroyed, corrupted or misappropriated in compliance with current CDC PHIN Requirements                                                                                                                                                                                                            |                                  |             |
| 12.3.2 See requirements in Section VII.18                                                                                                                                                                                                                                                                                                                                  |                                  |             |
| 12.4 CF#4 – Interfaces                                                                                                                                                                                                                                                                                                                                                     |                                  |             |
| 12.4.1 Provide the ability to securely and automatically exchange information using Orion Rhapsody.<br><br>Provide the ability to import/export data files<br><br>Provide data files as defined by each Program area for upload to CDC and other state systems in accordance with the current CDC PHIN Requirements.<br><br>See additional requirements in Section VII.13. |                                  |             |

| Requirement                                                                                                                                                  | Respond with P, C, E, A, D, or N | Explanation |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------|
| 12.5 CF#5 – Training<br><br>See requirements in Section VII.25.                                                                                              |                                  |             |
| 12.6 CF#6 – Surveillance                                                                                                                                     |                                  |             |
| 12.6.1 Provide the ability to collect and analyze data to support identifying and containing a health event in compliance with current CDC PHIN Requirements |                                  |             |
| 12.6.2 Provide access to data (both patient and non patient aggregate data) to track incidences of disease and possible factors                              |                                  |             |
| 12.6.3 Collect, store, select and report patients by agency-specified standard nomenclature                                                                  |                                  |             |

| Requirement           | Respond with P, C, E, A, D, or N | Explanation |
|-----------------------|----------------------------------|-------------|
| 12.7 CF#7 – Reporting |                                  |             |

| Requirement                                                                                                                                                             | Respond with P, C, E, A, D, or N | Explanation |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------|
| 12.7.1 Provide the ability to extract data for analysis and reporting                                                                                                   |                                  |             |
| 12.7.2 Provide the ability to generate, store, and share reports                                                                                                        |                                  |             |
| 12.7.3 Provide ability to generate aggregate data reports                                                                                                               |                                  |             |
| 12.7.4 Provide the ability to extract data for mapping based on latitude and longitude coordinates                                                                      |                                  |             |
| 12.7.5 Provide for planning and management reporting capabilities at clinic, program, county, district and state levels by provider, date, location and program         |                                  |             |
| 12.7.6 Provide the ability to provide summary information of patients seen and services provided by type, by setting (clinic, hospital, rehab facility) and by provider |                                  |             |
| 12.7.7 Provide on screen access to daily, weekly, monthly, quarterly and yearly report information                                                                      |                                  |             |

| Requirement                                                                                                                                                             | Respond with P, C, E, A, D, or N | Explanation |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------|
| 12.7.8 Allow for the printing of reports when and where requested                                                                                                       |                                  |             |
| 12.7.9 Report daily (or other time frame specified) encounters by provider, by clinic, by program                                                                       |                                  |             |
| 12.7.10 Provide for standard reporting capabilities for clinic and program management                                                                                   |                                  |             |
| 12.7.11 Provide for ad hoc reporting capabilities for clinic and program management                                                                                     |                                  |             |
| 12.7.12 Provide information on reports for management and financial purposes, auditing, quality assurance, and grant writing and to ensure federal requirements are met |                                  |             |
| 12.7.13 Generate reminder reports of follow-ups needed for patients by clinic, county, district, state, and by program                                                  |                                  |             |
| 12.7.14 Provide ability to customize mailing labels and notices                                                                                                         |                                  |             |

| Requirement                                                                                                                         | Respond with P, C, E, A, D, or N | Explanation |
|-------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------|
| 12.7.15 Provide the ability to print labels based on user defined parameters                                                        |                                  |             |
| 12.8 CF#8 – Quality Control and Quality Assurance                                                                                   |                                  |             |
| 12.8.1 Provide on screen access to program and patient management policy and procedure manuals                                      |                                  |             |
| 12.9 CF#9 – Web-based Access                                                                                                        |                                  |             |
| 12.9.1 Provide web-based access for internal and external entities to conduct inquiries and searches based upon authorization level |                                  |             |
| 12.9.2 Provide limited web-based access granted to the general public, which will give non-identifying statistical aggregate data   |                                  |             |
| 12.9.3 Provide the ability to update a record via the Web application based upon authorization level                                |                                  |             |
| 12.9.4 Provide web-based access to specified reports for data analysis                                                              |                                  |             |

| Requirement                                                                                                       | Respond with P, C, E, A, D, or N | Explanation |
|-------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------|
| 12.9.5 Comply with the Americans with Disabilities Act (ADA) and the World Wide Web Consortium (W3C) requirements |                                  |             |
| 12.9.6 Allow users to report the data for Reportable Diseases and Conditions electronically via the Web to MSDH   |                                  |             |
| 12.10 CF#10 – Referrals and Authorizations                                                                        |                                  |             |
| 12.10.1 Track the authorized expenditures by program, by patient, and by county of residence                      |                                  |             |
| 12.10.2 Provide approval and payment to outside providers who have been approved by a program                     |                                  |             |
| 12.10.3 Generate “Authorization for Service” form                                                                 |                                  |             |
| 12.10.4 Maintain a list of specialty providers by program area for referrals for patients                         |                                  |             |

| Requirement                                                                                                                                                                          | Respond with P, C, E, A, D, or N | Explanation |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------|
| 12.11 CF#11 – Inventory Management                                                                                                                                                   |                                  |             |
| 12.11.1 Provide the ability to track countermeasures (e.g., pharmaceuticals, medical supplies, etc.) in accordance with current CDC PHIN Requirements                                |                                  |             |
| 12.11.2 Provide the ability to order vaccines from the CDC                                                                                                                           |                                  |             |
| 12.11.3 Maintain an inventory module for vaccines on hand, ordered and received by clinic (on-line ordering and tracking)                                                            |                                  |             |
| 12.11.4 Maintain an inventory module for pharmacy supplies on hand, ordered, and received by clinic (on-line ordering and tracking)                                                  |                                  |             |
| 12.11.5 Maintain an inventory module for program supplies on hand, ordered, and received for specific patients by clinic as needed (on-line ordering and tracking of those supplies) |                                  |             |
| 12.11.6 Provide the ability to generate doses administered reports                                                                                                                   |                                  |             |

| Requirement                                                                                | Respond with P, C, E, A, D, or N | Explanation |
|--------------------------------------------------------------------------------------------|----------------------------------|-------------|
| 12.11.7 Track vaccine wastages, expired dates & spoilages for doses administered reporting |                                  |             |
| 12.11.8 Provide the ability to extract and track vaccine by manufacturer and lot number    |                                  |             |

| Requirement                                                                                                                                    | Respond with P, C, E, A, D, or N | Explanation |
|------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------|
| 12.12 CF# 12 – Case Management                                                                                                                 |                                  |             |
| 12.12.1 Provide the ability to refer case management activities to a variety of different MSDH programs and assign cases to specific providers |                                  |             |
| 12.12.2 Provide the ability to access each patient's caseload management activities across programs                                            |                                  |             |
| 12.12.3 Provide the ability to schedule case management tasks                                                                                  |                                  |             |
| 12.12.4 Provide the ability to view and print                                                                                                  |                                  |             |

| Requirement                                                                                                                                                                                                      | Respond with P, C, E, A, D, or N | Explanation |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------|
| daily caseload management activities                                                                                                                                                                             |                                  |             |
| 12.12.5 Provide assigned caseload management information, including both current and historical                                                                                                                  |                                  |             |
| 12.12.6 Provide caseload management information by provider, program, clinic, county and district. The information should be available both online and on reports and should be available monthly and on request |                                  |             |

**13. Program Specific Functions**

In addition to the Core Functions, the system must provide the following functionality for the Program Specific functions listed below.

PS#1 – Immunizations

PS#2 – Sexually Transmitted Diseases and Human Immunodeficiency Virus (STD/HIV)

PS#3 – HIV Log

PS#4 – HIV and AIDS Reporting System (HARS)

PS#5 – CDC’s Management Information System (STD\*MIS)

PS#6 – COMPIS/FACTORS

PS#7 – Lead Screening

PS#8 – Epidemiology

PS#9 – Epidemiology Reports

PS# 10 – Syndromic Surveillance

PS# 11 – Asthma

| Requirement                                                                                                   | Respond with P, C, E, A, D, or N | Explanation |
|---------------------------------------------------------------------------------------------------------------|----------------------------------|-------------|
| 13.1 PS# 1 – Immunization                                                                                     |                                  |             |
| 13.1.1 Track immunization compliance status (yes/no flag)                                                     |                                  |             |
| 13.1.2 Share compliancy information with daycare, schools that have parent(s) name, date of birth and address |                                  |             |

| Requirement                                                                                                                                                                             | Respond with P, C, E, A, D, or N | Explanation |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------|
| 13.1.3 Allow scheduling by the effective date rather than default date                                                                                                                  |                                  |             |
| 13.1.4 Allow access to immunization database to give providers the ability to search on a particular child's immunization record                                                        |                                  |             |
| 13.1.5 Add to immunization scheduling the following: required interval, minimum interval, late immunization and a makeup date                                                           |                                  |             |
| 13.1.6 Allow for the addition of new vaccines, including combination vaccines, into the system as they become available and automatically update the immunization history appropriately |                                  |             |
| 13.1.7 Provide the ability to generate a notification for immunizations due at desired intervals                                                                                        |                                  |             |
| 13.1.8 Provide a report of immunizations broken down by age group and series                                                                                                            |                                  |             |
| 13.1.9 Generate an electronic version of the current Immunization Compliance form                                                                                                       |                                  |             |
| 13.1.10 Track immunization status by geographical areas (e.g., by county)                                                                                                               |                                  |             |

| Requirement                                                                                           | Respond with P, C, E, A, D, or N | Explanation |
|-------------------------------------------------------------------------------------------------------|----------------------------------|-------------|
| 13.1.11 Track date of service, effective dates and modifications for vaccinations                     |                                  |             |
| 13.1.12 Track an individual child's immunization progress                                             |                                  |             |
| 13.1.13 Capture and report vaccine for children based on eligibility category                         |                                  |             |
| 13.1.14 Provide a code indicator for medical exemptions for immunizations                             |                                  |             |
| 13.1.15 Provide a required field to capture the performing provider on immunizations screen           |                                  |             |
| 13.1.16 Provide a field to capture manufacturer, lot number of vaccines, and expiration date          |                                  |             |
| 13.1.17 Generate immunization delinquency notice                                                      |                                  |             |
| 13.1.18 Collect the core data sets recommended by the National Vaccine Advisory Committee and the CDC |                                  |             |
| 13.1.19 Record adverse reaction, contraindications, and exemptions                                    |                                  |             |

| Requirement                                                                                                                                                                                                                                                      | Respond with P, C, E, A, D, or N | Explanation |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------|
| 13.1.20 Provide the ability to develop protocols for granting access to out-of-state entities for the purposes of treatment and public health operations. MSDH will evaluate opportunities for electronic exchange of immunization data with these same entities |                                  |             |
| 13.1.21 Provide the ability to establish the protocols for all Advisory Committee on Immunization Practices (ACIP) vaccines. Include capability to address new vaccines as recommended                                                                           |                                  |             |
| 13.1.22 Evaluate the immunizations against the established protocols and display results                                                                                                                                                                         |                                  |             |
| 13.1.23 Automatically identify individuals due/late for immunizations to enable the production of reminder/recall notifications                                                                                                                                  |                                  |             |
| 13.1.24 Automatically produce immunization coverage reports based on patient demographics and provider                                                                                                                                                           |                                  |             |
| 13.1.25 Provide the ability to receive and process batch files of immunization history data from private providers                                                                                                                                               |                                  |             |
| 13.1.26 Check for adverse reaction of different medications                                                                                                                                                                                                      |                                  |             |
| 13.1.27 Provide the ability to document communicable disease history (i.e. Chicken Pox)                                                                                                                                                                          |                                  |             |

| Requirement                                                                                | Respond with P, C, E, A, D, or N | Explanation |
|--------------------------------------------------------------------------------------------|----------------------------------|-------------|
|                                                                                            |                                  |             |
| 13.2 PS# 2 – STD/HIV                                                                       |                                  |             |
| 13.2.1 Generate mailing lists from information gathered in all systems within STD/HIV      |                                  |             |
| 13.2.2 Provide data field edit checks of information being entered into the STD/HIV System |                                  |             |
| 13.2.3 Provide data validity checks of data being entered into the STD/HIV System          |                                  |             |
| 13.2.4 Provide cross field edit checks of data being entered into the STD/HIV System       |                                  |             |
| 13.2.5 Provide QA routines implemented on imports                                          |                                  |             |
| 13.2.6 Generate monthly reports to CDC                                                     |                                  |             |
| 13.2.7 Generate treatment reports                                                          |                                  |             |
| 13.2.8 Generate statistical reports for field staff                                        |                                  |             |
| 13.2.9 Generate field records for field staff                                              |                                  |             |

| Requirement                                                             | Respond with P, C, E, A, D, or N | Explanation |
|-------------------------------------------------------------------------|----------------------------------|-------------|
| 13.2.10 Generate interview records for each contact made by field staff |                                  |             |
| 13.2.11 Track billing/accounts receivable within the STD/HIV system     |                                  |             |

| Requirement                                                                                                                                    | Respond with P, C, E, A, D, or N | Explanation |
|------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------|
| 13.3 PS# 3 – HIV Log                                                                                                                           |                                  |             |
| 13.3.1 Capture and store all public health HIV antibody test results                                                                           |                                  |             |
| 13.3.2 Provide data validation                                                                                                                 |                                  |             |
| 13.3.3 Must be compliant with the “Technical Guidance for HIV/AIDS Surveillance Programs Security and Confidentiality Guidelines (Exhibit B.). |                                  |             |
| 13.4 PS# 4 – HARS                                                                                                                              |                                  |             |
| 13.4.1 Transmit de-identified monthly reports to CDC                                                                                           |                                  |             |

| Requirement                                                                                                                                                                   | Respond with P, C, E, A, D, or N | Explanation |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------|
| 13.4.2 Generate reports to trusted clients                                                                                                                                    |                                  |             |
| 13.5 PS# 5 – STD*MIS                                                                                                                                                          |                                  |             |
| 13.5.1 Have a history of addresses for patient and contacts (sexual partners of initial patient)                                                                              |                                  |             |
| 13.5.2 Track patient progress and interactions with STD/HIV field staff                                                                                                       |                                  |             |
| 13.5.3 Generate a field record on positive values of any screening done on a patient to send to field staff for investigative follow-ups                                      |                                  |             |
| 13.5.4 Generate field reports to send to district supervisors                                                                                                                 |                                  |             |
| 13.5.5 Serve as a management tool in determining the performance of the STD/HIV field staff                                                                                   |                                  |             |
| 13.6 PS# 6 – FACTORS                                                                                                                                                          |                                  |             |
| 13.6.1 Track patient’s height and weight for ID purposes                                                                                                                      |                                  |             |
| 13.6.2 Capture and store information related to the AIDS Drug Assistance Program, home-based Services and all other services that the Care and Services Bureau staff provides |                                  |             |

| Requirement                     | Respond with P, C, E, A, D, or N | Explanation |
|---------------------------------|----------------------------------|-------------|
| 13.6.3 Track drug use           |                                  |             |
| 13.6.4 Track patient's progress |                                  |             |

| Requirement                                                                                                     | Respond with P, C, E, A, D, or N | Explanation |
|-----------------------------------------------------------------------------------------------------------------|----------------------------------|-------------|
| 13.7 PS#7 – Lead Screening                                                                                      |                                  |             |
| 13.7.1 Track blood tests given for lead screenings                                                              |                                  |             |
| 13.7.2 Track lead values greater than or equal to ten (10 mcg/dl), by patient and by geographic area            |                                  |             |
| 13.7.3 Generate monthly reports of all greater than or equal to ten (10 mcg/dl) values                          |                                  |             |
| 13.7.4 Provide referral tracking functionality to and from other programs/sources                               |                                  |             |
| 13.7.5 Provide for an automated follow-up notification to the Lead Screening Program based on lead test results |                                  |             |
| 13.7.6 Maintain history record of lead values and dates by patient and by county                                |                                  |             |

| Requirement                                                                                                                                                                                        | Respond with<br>P, C, E, A, D,<br>or N | Explanation |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|-------------|
| 13.7.7 Display patient's history record of lead values and dates;<br>Flag patient records in the Patient Management System<br>of children with high lead values (>10 mcg/dl)                       |                                        |             |
| 13.7.8 Support case management of children with high blood<br>lead levels (environmental sampling)                                                                                                 |                                        |             |
| 13.7.9 Provide non patient specific surveillance data regarding<br>incidences of high lead levels                                                                                                  |                                        |             |
| 13.7.10 Generate reports on lead screening activities both by<br>county and by patients                                                                                                            |                                        |             |
| 13.7.11 Generate summary reports on lead screening activities<br>and high risk population (those with high lead levels) by<br>clinic, county, district and state for user selected time<br>periods |                                        |             |
| 13.7.12 Provide graphic displays of incidence and prevalence of<br>high lead levels by geographic regions                                                                                          |                                        |             |

| Requirement | Respond<br>with E, X,<br>M, C, A,<br>or N | Explanation |
|-------------|-------------------------------------------|-------------|
|-------------|-------------------------------------------|-------------|

| Requirement                                                                                                                  | Respond with E, X, M, C, A, or N | Explanation |
|------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------|
| 13.8 PS# 8 – Epidemiology                                                                                                    |                                  |             |
| 13.8.1 General Requirements covered in Global and Core sections                                                              |                                  |             |
| 13.8.2 The Epidemiology Program must have the ability to manually enter arboviral data for animals (i.e. birds, mosquitoes). |                                  |             |

| Requirement                                                                              | Respond with E, X, M, C, A, or N | Explanation |
|------------------------------------------------------------------------------------------|----------------------------------|-------------|
| 13.9 PS# 9 – Epidemiology Reports                                                        |                                  |             |
| 13.9.1 Must be able to produce data files for analysis                                   |                                  |             |
| 13.9.2 Must be able to produce routine morbidity and mortality reports                   |                                  |             |
| 13.9.3 Must be able to generate specific Mississippi Morbidity Report (MMR) data monthly |                                  |             |

| Requirement                                                                                           | Respond with E, X, M, C, A, or N | Explanation |
|-------------------------------------------------------------------------------------------------------|----------------------------------|-------------|
| 13.9.4 Must be able to generate Memorandums for MSDH district offices and other entities as necessary |                                  |             |
| 13.9.5 Must be able to generate summary reports for a specific date ranges                            |                                  |             |

| Requirement                                                                                                                                                                                                              | Respond with E, X, M, C, A, or N | Explanation |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------|
| 13.10 PS# 10 – Syndromic Surveillance                                                                                                                                                                                    |                                  |             |
| 13.10.1 Provide the ability to collect and analyze data to support identifying and containing a Public Health event in compliance with current CDC PHIN requirements                                                     |                                  |             |
| 13.10.2 BT_ER Log for Influenza and Rash must: <ul style="list-style-type: none"> <li>Support remote entry of data</li> <li>Support data query and analysis</li> <li>Generate a Hospital/Clinic Syndromic Log</li> </ul> |                                  |             |

| Requirement                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Respond with E, X, M, C, A, or N | Explanation |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-------------|
| <p>13.10.3 BT_ER Log for Influenza and Rash must have a Hospital/Clinic Syndromic log web entry screen that includes:</p> <ul style="list-style-type: none"> <li>• A name field which includes hospital or clinic name info</li> <li>• Date and shift fields</li> <li>• Name of person completing form field</li> <li>• A section labeled Patients with Flu-like illness or URI</li> <li>• Patients with Flu-like illness by age groups as follows: 0-4 yrs, 5-24 yrs, 25-64 yrs and 65 + yrs</li> <li>• An item number column</li> <li>• Totals row at bottom of report</li> </ul> |                                  |             |
| <p>13.10.4 Early Abberation Reporting System (EARS) must include at a minimum:</p> <ul style="list-style-type: none"> <li>• HTML website access</li> <li>• Graphing capabilities</li> <li>• Alert to potential outbreaks</li> <li>• Drill down capabilities through tables and charts</li> </ul>                                                                                                                                                                                                                                                                                    |                                  |             |
| <p>13.11 PS# 11 – Asthma</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                  |             |
| <p>13.11.1 Track severity of asthma episodes</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                  |             |

| Requirement                                                                                           | Respond with E, X, M, C, A, or N | Explanation |
|-------------------------------------------------------------------------------------------------------|----------------------------------|-------------|
| 13.11.2 Ability to run management reports (total visit counts, hospitals reporting, percent coverage) |                                  |             |

#### 14. **Interface Requirements**

The proposed solution must include interfaces to the following Programs that will maintain their separate legacy systems. A description of these systems is located in Section VII.3:

- Patient Information Management System (PIMS);
- Public Health Laboratory Information Management System (LIMS);
- Public Health Statistics (Vital Records);
- Tuberculosis (TB);
- Pharmacy;
- STD/HIV; and
- Electronic Surveillance (NEDSS).

Each Program is equipped with a proprietary computer system that does not share a real-time connection with other existing MSDH systems. These programs collect public health data from various sources throughout the State of Mississippi. The collected data are processed, reported on, and stored in the separate program-related systems. For example, Epidemiology programs cannot conduct online status monitoring of tests sent to the state lab, and the Immunization program cannot obtain online order status for prescriptions sent to the pharmacy. Because of this, integration points must be identified for each program-related system to create an interface to the system.

- 14.1 The proposed solution must provide the ability to securely and automatically exchange information between MSDH systems and other public health partners in compliance with the current CDC PHIN Requirements.
- 14.2 The proposed solution must provide the capability for interfaces to be executed real-time or via batch processing, depending on the particular needs of each program. Any batch process must be able to be scheduled to execute at a specific date and time or on a recurring iteration.
- 14.3 All interfaces as described in this RFP are to include all tasks necessary to allow for the retrieval, manipulation and/or validation of any data to produce the desired results making the interface process complete.
- 14.4 All interfaces as described in this RFP are to include any exception/error reporting necessary for the successful execution of all tasks associated with the interface.

#### 15. **Current State Infrastructure and Available Network Options**

- 15.1 Vendors should propose using existing technical infrastructure and services. Any new system that is to run on the State's network must be able to function with minimal changes for the State.

ITS and MSDH staff will be available to answer questions on the existing infrastructure and network at the Mandatory Vendors' Conference.

- 15.2 Vendor must provide a Capacity Study that addresses all levels of the proposed system (i.e., database servers, file servers, client workstations, CPU, disk space, band width, etc.). The study must provide an analysis of the system capacities needed in order for the proposed system to optimize performance in MSDH's environment versus the capacities currently available and make recommendations as to improvements that are necessary for the system to meet the performance requirements of this RFP. If the Vendor recommends an upgrade of the existing MSDH network/workstation infrastructure as part of the proposed system installation, he must describe in detail the benefit to MSDH of such an upgrade. If the Vendor does not recommend an upgrade of the existing network infrastructure, he should specify how much system growth can be accommodated on the existing platform.
- 15.3 The Vendor must specify the required band width for the proposed system to meet the performance specifications in this RFP. ITS has contracts for many network services including options for Frame Relay, ATM, Dedicated Private Line, and DSL. These contracts are available for use by all state government offices and institutions as well as governing authorities throughout the state. The following table provides a listing of the types of connectivity available under contract and various speeds that are offered.

| <b>Standard Frame Relay</b> | <b>Standard ATM</b> | <b>Standard Private Line</b> | <b>DSL (Internet Based)</b> |
|-----------------------------|---------------------|------------------------------|-----------------------------|
| 64K                         | T1                  | T1                           | 1.5M x 256K                 |
| 128K                        | 3M                  |                              | 256Kx128K                   |
| 192K                        | 6M                  |                              | 384K x 384K                 |
| 256K                        | 9M                  |                              | 768K x 512k                 |
| 320K                        | 12M                 |                              | 3M x 384K                   |
| 384K                        | DS3                 |                              |                             |
| T1                          | Frac OC3 100M       |                              |                             |
| DS3                         | Frac OC3 125M       |                              |                             |
|                             | OC3                 |                              |                             |
|                             | OC12                |                              |                             |
| MPLS Frame Relay            | MPLS ATM            | MPLS Private Line            | MPLS DSL                    |
| 64K                         | 128K                | 512K                         | 1.5M x 256K (Best Effort)   |
| 128K                        | 256K                | 1M                           | 192K x 192K (Engineered)    |
| 256K                        | 384K                | 1.5M                         | 256K x 128K (Best           |

|      |      |     |                             |
|------|------|-----|-----------------------------|
|      |      |     | Effort)                     |
| 384K | 512K | 3M  | 384K x 384K<br>(Engineered) |
| 512K | 768K | 6M  | 768K x 512k<br>(Engineered) |
| 768K | 1M   | 9M  | 3M x 384K (Best<br>Effort)  |
| 1M   | 1.5M | 12M |                             |
| 1.5M | 3M   | 15M |                             |
| 3M   | 6M   | 21M |                             |
| 6M   | 9M   | 33M |                             |
| 9M   | 12M  | 45M |                             |
| 12M  | 15M  |     |                             |
| 15M  | 21M  |     |                             |
| 21M  | 33M  |     |                             |
| 33M  | 45M  |     |                             |
| 45M  | 100M |     |                             |
|      | 125M |     |                             |
|      | 155M |     |                             |
|      | 620M |     |                             |

It is the Vendor's responsibility to review and adhere to the State of Mississippi's Enterprise Security Policy to ensure that their proposal complies with these policies. This manual can be accessed at the following URL:

[http://www.ms.gov/pdf/security\\_policy.pdf](http://www.ms.gov/pdf/security_policy.pdf)

#### 16. **Additional Technical Requirements**

- 16.1 The proposed solution must comply with PHIN IT Security and Critical Infrastructure Protection requirements.
- 16.2 The proposed database must be one of the following: Oracle, DB2 or SQL.
- 16.3 The client must be browser-based. The Internet browser to be incorporated into the client should be Microsoft Explorer 6, Service Pack 1.
- 16.4 Any functions requiring e-mail (e.g. alerts) must be compatible with SNMP.
- 16.5 The proposed solution must support a document management system that MSDH may elect to purchase. Vendor must specify the document management system(s) that are capable of integrating with the proposed solution.
- 16.6 As a project deliverable, the Vendor must provide a Backup and Recovery Plan that addresses all levels of the proposed system (i.e., database servers, file servers, client workstations, etc.). The plan must provide a methodology

of performing database backups with minimal or no downtime between the hours of 6 A.M.– 9 P.M. (CST).

- 16.7 It is imperative that the system data be accessible at all times, thus ensuring no interruption of services. As a project deliverable, the Vendor must provide a Disaster Recovery and Business Continuity Plan that includes the proper procedures and tasks to be performed by system participant groups and stakeholders. The procedures listed in the plan must include the following details at a minimum:

- Task components;
- Sequence of activities;
- Participants' roles (MSDH staff, clients, and other state contractor project staff);
- Escalation procedures;
- Manual processes for continuing critical tasks; and
- Reconciliation process following system restoration.

The Vendor must define and follow additional security processes and procedures documented in the plan in the event of the following:

- Unscheduled host site downtime;
- Unscheduled telecommunications network downtime;
- Unscheduled Gateway downtime; and
- Instances other than the above listed causes for system downtime requiring emergency data backup and recovery procedures such as natural disasters.

- 16.8 The Vendor must provide automatic job scheduling capabilities that will allow Security Administration to define (add), modify, disable, and delete scheduled reports or utility programs.

## 17. Database Requirements

- 17.1 Database designs are required to be based on the Oracle 9i Database Enterprise Edition (9.2.0.1.0 with latest patches) with Advanced Security Option core technologies, the Microsoft SQL Server 2000 (8.00.760) with Service Pack 3 or higher revisions, or the latest release of the IBM DB2 Relational Database Management Systems (RDBMS). On z/OS, DB2 v7 is the current version; on all other operating systems, DB2 v8.2 with latest patches is required. Microsoft Access designs will not be accepted.
- 17.2 Vendor must acknowledge that the State has an enterprise license for DB2 available for this project.
- 17.3 Vendor will comply with the MSDH Standard Database Design Lifecycle,

Exhibit C that includes the Test, QA, and Production environments and migration paths.

- 17.4 Central Office databases will reside in a central server instance of the RDBMS. For Oracle database designs, the application cannot reside on the database server. It must be separated onto a different server from the RDBMS in a true client/server configuration.
- 17.5 The RDBMS cannot be used just as a repository of flat tables, reference tables, or control table structures that simply support intermediate layers or metalayers of business-rules or application logic.
- 17.6 The database RDBMS design is required to be truly relational and take full advantage of all available RDBMS objects and features, such as partitioned tables, partitioned indexes, stored procedures, packages, package bodies, triggers, sequences, functions, and XML database structures.
- 17.7 The RDBMS design and structures cannot use any reserved system resources, such as the SYSTEM tablespace or SYSTEM-assigned index names in the case of Oracle 9i or higher. This includes the use of the SYSTEM tablespace for temporary purposes, such as TEMP tablespaces or Global Temporary Tables, and dynamic temporary structures. The RDBMS structures must use resources specific to its design.
- 17.8 The RDBMS design and structures cannot use any internally-reserved keyword names for any object, such as tables, columns, indexes, and primary key constraints. The RDBMS structures must use naming conventions specific to its design.
- 17.9 The RDBMS design is required to be normalized to third-normal form.
- 17.10 The RDBMS design must support meaningful data extraction and reporting operations, such as Crystal Reports software (v.10 or higher) using standard Structured Query Language (SQL) statements.
- 17.11 The RDBMS design must use the standard RDBMS relational features, such as primary keys, referential integrity constraints (foreign keys), and unique keys, to enforce and maintain transactional data integrity.
- 17.12 The Vendor RDBMS design will conform to generally acceptable RDBMS coding standards to ensure consistency throughout the design. This will apply to all RDBMS object characteristics and relationships, such as columns and variables having meaningful names and primary and foreign keys having the same names across tables, etc.
- 17.13 All RDBMS and associated Data Definition Language (DDL), Entity Relationship Diagrams (ERD), Data Dictionaries, and Data Models will be developed with Entity Relationship for Windows (ERWin by Computer Associates, Inc.) or the latest revision of Microsoft Visio. This required version of ERWin must be completely compatible with ERWin 4.1.2771,

which is the MSDH standard. Microsoft Access designs or models will not be accepted.

- 17.14 Vendor must submit as part of his proposal a thoroughly documented preliminary Data Definition Language (DDL), Entity Relationship Diagrams (ERD), Data Dictionaries, and Data Models for technical review by the State's evaluation team.
- 17.15 Automatic or dynamic RDBMS development, changes, or modifications by machine-generated or software-generated code will not be allowed. Every addition, modification, change to the RDBMS or any database object will be modeled using MSDH approved modeling tools and is required to graduate through revision and configuration management control and be thoroughly documented and approved before implementation.
- 17.16 Vendor must purchase their own MSDH approved modeling tool licenses; Vendors cannot use the State's licenses.
- 17.17 Vendor will use an integrated database design toolset that includes source code control management, configuration management, and a web-based bug tracking/resolution system that is accessible by MSDH personnel.
- 17.18 The RDBMS must be capable of residing on and taking full advantage Microsoft Windows 2003 or higher revision, Sun Microsystems Solaris 2.10 or higher revision, and latest IBM server operating systems.
- 17.19 Vendor's DBA lead will work on-site for the duration of the project with the MSDH Database Administrators to design the RDBMS. All RDBMS development will occur at the MSDH Office of Health Informatics.
- 17.20 All database administration functions will be administered and executed by the Information Resource Management Database Administration (IRMDBA) team.
- 17.21 Vendor must participate in design review meetings every two weeks.
- 17.22 The active RDBMS transactional tables will contain only three years of current data (i.e. only the current and previous two years). All prior years of data are required to be stored in separate historical tables or temporally-partitioned tables located within the RDBMS. This is required to accommodate efficient database administration of large data sets. These historical tables will be transparently accessible by the client application for historical purposes, such as reporting and investigations. Legacy systems conversions, migrations, and loading into the new RDBMS are required to meet these criteria.
- 17.23 Large portions of data and indexes must be stored in separate tablespaces or partitioned table and partitioned indexes. Current transactional data (the current and previous 2 years) and the historical data (prior years) and all indexes must be contained within their own separate tablespaces or partitioned tables and partitioned indexes.

- 17.24 Database User Accounts - Accounts for each individual database user.
  - 17.24.1 Every individual who connects to the database must have their own auditable account.
  - 17.24.2 Individual users must not be allowed to share accounts or use any generic account. These accounts must have only the CONNECT role privileges that includes select, insert, update, and delete of data rows. Other privileges or functions, such as truncate table, will be granted on an as-needed basis.
  - 17.24.3 User accounts must not be allowed to have database administrator (DBA) roles or ADMIN, SA, SYSTEM, SYS, SYSDBA, or SYSOPER system privileges grants in any MSDH database environment.
  - 17.24.4 All user account passwords are required to be encrypted. Please see the PASSWORD MANAGEMENT, Item 17.27, for more details regarding passwords.
- 17.25 RDBMS-Owner Accounts - Accounts under which the database RDBMS is built or created.
  - 17.25.1 RDBMS-owner accounts must not be allowed to have database administrator (DBA) roles or ADMIN, SA, SYSTEM, SYS, SYSDBA, or SYSOPER system privileges. They may have the RESOURCE, IMP\_FULL\_DATABASE, and EXP\_FULL\_DATABASE roles only in TEST.
  - 17.25.2 Owner accounts may have only the IMP\_FULL\_DATABASE role in the QA testing and PROD production environments.
  - 17.25.3 All account passwords must be encrypted (See the Password Management, Item 17.27, for more details regarding passwords).
  - 17.25.4 For Microsoft SQL Server 2000, the database owner user can have DBO privileges but not SA privileges.
- 17.26 Other Accounts
  - 17.26.1 Persistent-database-connection accounts, such as those for web services or connection pooling purposes, must be granted only the CONNECT role. All account passwords must be encrypted.
  - 17.26.2 Persistent-database-connection accounts must not be allowed to have database administrator (DBA) roles or ADMIN, SA, SYSTEM, SYS, SYSDBA, or SYSOPER system privileges grants in any MSDH database environment. (See the Password Management, Item 17.27, for more details regarding passwords.)
- 17.27 Password Management

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

- 17.27.1 Must be composed of an eight (8) character string that includes a combination of lower and upper case alphanumeric characters and the numerals 0-9;
- 17.27.2 Must be restricted from using the UserID as the password;
- 17.27.3 Must be encrypted;
- 17.27.4 Must only allow OHI Security Administration to control all aspects of password management;
- 17.27.5 Must allow the user to change his or her password without intervention from Security Administration, except in the case of password revocation;
- 17.27.6 Must not allow either the use of the user's full name or the same password when prompted for a new password;
- 17.27.7 Must provide for automatic notification of expiration of passwords. Security Administration must be able to set a temporary password that will expire after the initial use, forcing the user to set a new password;
- 17.26.8 Must ensure that passwords cannot be reused by a single individual within a specified time period to be defined by the DBA;
- 17.27.8 Must have a life of 90 calendar days and will expire in 90 calendar days, however, both the expiration period and the lead time period must be configurable by the Security Administrator;
- 17.27.9 Must only allow three (3) attempts to log in with an invalid password after which the application will revoke it. At that point, the user will be notified by the application that his/her password has been revoked and the user must contact the Security Administrator to be reinstated;
- 17.27.10 Must log and record change history keeping at least 3 prior passwords; and
- 17.27.11 Must be restricted from being reused.

## **18. Security Administration Requirements**

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

- 18.1 Specify privileges, access and capability for each user;
- 18.2 Create roles/groups to define each user's data access based on job function in

order to restrict user access at all system levels;

- 18.3 Associate a set of functions to a group and to a user (i.e., the system must be flexible enough to go the lowest level of defining a user's access);
- 18.4 Provide security and access controls that do not depend on 'hard-coded' program logic;
- 18.5 Perform all necessary tasks to manage users and security from within the application itself without the use of native database administration utilities; and
- 18.6 Present the user with only the menu options/features to which he or she has the security rights/privileges to access (i.e., the user must not see any menu items they do not have the authorization to access, even if they are "grayed out.")

## **19. System Administration Requirements**

The proposed system must permit MSDH users with System Administrator rights to perform the following functions.

- 19.1 Maintain code validation tables;
- 19.2 Mark codes as active and inactive to avoid loss of historical codes;
- 19.3 Add fields and set up templates as needed to cover program specific needs without additional development or involvement of the Vendor;
- 19.4 Specify parameters for configuring the installation of the system;
- 19.5 Provide automatic job scheduling capabilities to define (add), modify, disable, and delete scheduled reports or utility programs;
- 19.6 Provide an audit trail to record/monitor access to the following, at a minimum: application(s), database, password management, program documentation and system configuration.

## **20. Performance Requirements**

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

- 20.1 The system must perform successfully in accordance with the RFP functional requirements, at the judgment of MSDH.
- 20.2 The system must perform successfully in accordance with all manufacturer's and Vendor's technical and user specifications.

- 20.3 Response time is defined as the time elapsed after depressing <enter> or a function key until the response is received back on that same screen. Response times should provide smooth screen scrolling and screen updates on local network attached desktops. Transaction response time should not exceed these preferred maximum response times during peak hours of 7 a.m. until 6 p.m., Monday through Friday. These times do not include the load time of any client software to start the application and connect to the database. The Vendor must provide a means of documenting these response times.

Average response times for workstations connected to the network are as follows:

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

## 21. Data Conversion Requirements

- 21.1 The Vendor must develop in conjunction with MSDH staff a written Conversion Plan to transfer existing data to the new system. This plan must clearly identify in detail the responsibility of the Vendor and the State in regards to all steps, tasks, activities, events, milestones and resources necessary for the conversion process
- 21.2 The Vendor must design, develop and implement any automation to be used in conversion. The Conversion Plan must detail the design, development and test procedures for all electronic conversion programs and scripts required to transfer data from the current systems to the new system. The plan must include tasks to convert all electronic and manual data. It must address methodology, timing and handling of exception conditions and validation techniques and be approved by the MSDH.
- 21.3 The Vendor must complete the successful conversion of the existing data prior to QA/Acceptance testing.
- 21.4 Conversion costs should be calculated based on the hourly rate times the anticipated level of effort involved. Vendor should propose a not-to-exceed price for the conversion effort. For this phase alone, Vendor will be compensated for actual hours expended up to the not-to-exceed cost rather than by deliverable or firm fixed price. Cost should be included in Section VIII: Cost Information Submission.

- 21.5 MSDH will be solely responsible for sanitizing the existing data. Additionally, MSDH will bear sole responsibility for providing all manual data entry required to provide a fully functioning system.
- 21.6 The Vendor must provide a means to populate any new data elements into the proposed system. It is desirable that this be an automated process. MSDH will be responsible for populating any new required system data elements that do not exist in the current MSDH system.
- 21.7 The Vendor must provide statistical reports with record counts to show where data are imported from and where it now resides to enable MSDH to verify that the desired results have been achieved. MSDH will be responsible for the quality and integrity of the existing system data being used in the conversion process.
- 21.8 The Vendor must provide all programs required to interrogate existing MSDH data files and to identify conversion issues and missing data elements required for the proposed system.
- 21.9 The Vendor must submit formal Conversion Test Results for MSDH to view and approve prior to the final file conversion. MSDH will be responsible for the manual analysis of data from the existing system prior to using that data for the proposed system.
- 21.10 The Vendor must provide as a component of data conversion, a data entry mechanism to capture historical data that currently exists on paper or cards only.
- 21.11 The Vendor must provide a means of identifying records that are converted from current legacy systems and imported into the new system.

## **22. Installation and Testing Requirements**

- 22.1 The Vendor must provide as a deliverable an "Acceptance Test Plan" (ATP). The ATP must be developed in conjunction with MSDH staff and must show events, sequences and schedules required for testing and acceptance of the system. The MSDH must provide written approval that the proposed ATP is complete and acceptable.
- 22.2 The Vendor must provide technical staff onsite to participate in the Acceptance test as requested by MSDH.
- 22.3 The Vendor must complete the required System Administrator and Security Administrator training for MSDH staff prior to the start of QA/Acceptance testing.
- 22.4 The Vendor will be responsible for providing, in conjunction with MSDH staff, a help desk for users until final acceptance of the system is completed.
- 22.5 MSDH staff will be responsible for migrating the software from the development environment into the test environment. The Vendor will be

responsible for conducting an operational test of the system in conjunction with MSDH staff. All functions of the system must be operational. Following successful System Test, Vendor must certify in writing that the system is ready for Quality Assurance (QA)/Acceptance Testing and will perform in accordance with the functional and performance requirements stated in this document. The Vendor must ensure that the system in general and each module of the system operates according to specifications before turning the system over to MSDH for QA/Acceptance testing.

- 22.6 MSDH staff will be responsible for conducting QA/Acceptance testing. The Vendor must provide technical staff onsite to participate in the QA/Acceptance test as requested by MSDH. All functions of the system must be operational to ensure that proper training and knowledge transfer have been received.
- 22.7 The purpose and net result of the QA/Acceptance test is to determine that the installed system meets the technical and functional requirements outlined in these specifications. The QA/Acceptance test will run for a minimum of forty-five (45) working days. All defects will be documented and categorized by the State as described below. Defects categorized as severity levels 1- 3 must be corrected prior to the start of Pilot testing. All corrections will be made in the development environment and migrated into the testing environment to be QA/Acceptance tested. The State will certify in writing when the system has completed QA/Acceptance testing and is ready for pilot testing.
- 22.8 Following acceptance of the system, MSDH staff will be responsible for conducting a Pilot test of the production system at several locations to be determined by MSDH to ensure the system operates according to the specifications outlined in this RFP in a live, day-to-day business environment. The Vendor must provide technical staff onsite to assist with Pilot test as requested by MSDH. The Pilot test will run for a minimum of ninety (90) working days. All defects will be documented and prioritized by the State as described above. Defects categorized as severity level 1-3 must be corrected prior to the statewide rollout and the start of final acceptance testing. All corrections will be made in the development environment and migrated into the testing environment for regression QA/Acceptance testing. The State will certify in writing when the system has completed Pilot testing.

## **23. Final Acceptance Requirements**

- 23.1 After completion of Pilot testing, MSDH shall begin the statewide deployment of the system. After cut-over of the final district/site, the State shall begin the final acceptance period of ninety (90) working days. "Final Acceptance" shall mean written notice from the State that it has accepted the system upon successful completion of the 90 working day period of statewide production deployment during which time the system conformed in all material respects to the applicable specifications with no additional defects found.

- 23.2 This period includes, without limitation, correction of errors, design deficiencies, performance deficiencies, and incorrect or defective documentation. Any defects found will be documented and prioritized by the State as described in Section VII.24.7 above and must be corrected by the Vendor at no additional cost within the time frame specified by their priority level. All corrections will be made in the development environment and migrated into the testing environment to be regression/QA tested. All new releases must be approved by MSDH prior to being moved into production.
- 23.3 Following final acceptance of the system by the State, the Vendor must deliver the integrated design framework which contains all relevant tools and technical information required to implement, modify and maintain the application for any developed and/or custom tailored software.

**24. Post-Implementation Support**

- 24.1 The final acceptance period will be followed by ninety (90) working days of Post-Implementation Support prior to the start of the minimum Warranty period as specified in Section VII, 30. The Post-Implementation support period will not begin until the Vendor has received written notification of final acceptance from the MSDH.
- 24.2 Any defects found will be documented and prioritized by the State as described in Section VII.24.7. During this period, the Vendor will agree to correct any errors discovered at his own expense and in accordance with the specified amount of time for that category.

**25. Training Requirements**

- 25.1 The Vendor must be able to furnish a full range of training to MSDH staff. The Vendor's training strategy and approach should provide for:
  - 25.1.1 Training materials that are consistent in content;
  - 25.1.2 Classes that build upon newly learned skill through repetition;
  - 25.1.3 Training that is competency-based and results oriented;
  - 25.1.4 Training sensitive to the lack of computer experience of MSDH or supporting Agency staff;
  - 25.1.5 Security and System Administration training delivery immediately prior to QA/Acceptance testing;
  - 25.1.6 End-user training delivery for the pilot sites immediately prior to pilot testing; and

- 25.1.7 Train-the-trainer following implementation to MSDH staff in preparation for the transfer of ongoing training responsibility to the MSDH.
- 25.2 The Vendor must propose instructor led, hands-on training by qualified persons possessing proven expertise in the system that is able to answer questions that may arise during the training session.
- 25.3 Prior to QA/Acceptance testing, the Vendor must provide System Administrator training for up to 10 MSDH staff members to support the new system. Instructor led, hands-on training is required and qualified persons possessing proven expertise in the system who are able to answer questions that may arise during the training session must conduct the training.
- 25.4 Prior to QA/Acceptance testing, the Vendor must provide Security Administrator training for up to 5 MSDH staff members to support the new system. Instructor led, hands-on training is required and qualified persons possessing proven expertise in the system who are able to answer questions that may arise during the training session must conduct the training.
- 25.5 The Vendor's technical staff must provide support to the state trainers during the first four (4) weeks following system rollout. With comprehensive instruction and appropriate support from the Vendor, MSDH anticipates that state trainers will not only facilitate the statewide training process, but will also support the need for future staff training after the completion of proposed system implementation.
- 25.6 The Vendor must include in the proposal response a high-level training plan. This plan will be used as the basis for developing the project training plan in conjunction with MSDH staff as a contract deliverable. The high-level plan must include at a minimum:
  - 25.6.1 A proposed training schedule,
  - 25.6.2 Identification of specific training units or modules,
  - 25.6.3 The target audience of each training module,
  - 25.6.4 An outline of the material to be covered in each segment of training,
  - 25.6.5 Training methods and materials to be used in each module,
  - 25.6.6 The course length in instructional hours and calendar days,
  - 25.6.7 A list of any additional training deemed necessary by the Vendor,
  - 25.6.8 Objectives for each training module and specific goals to be achieved by the trainees,

- 25.6.9 The means by which training success (e.g., trainee retention and competence) is measured, and
- 25.6.10 A competency-based assessment.
- 25.7 The State will provide training facilities and equipment. Upon award, the Vendor must establish a training schedule after consultation with MSDH training staff for use of facilities and equipment. Training shall be scheduled at a mutually agreed upon date between the Vendor and MSDH. This schedule must coincide with the installation schedule. State and local agency staff must be fully trained on the entire system prior to implementation.
- 25.8 All training materials are considered a deliverable and must be submitted to the State with adequate time for the State to review and approve the materials prior to the beginning of the actual training. All training materials will become the property of the MSDH including training plans, guides, training review instruments, computer-assisted aids, and audio-visual aids. The Vendor must supply electronic copies, for unlimited reproduction, of all course materials. The Vendor will be responsible for reproduction and distribution of the initial training materials. The attendees upon completion of training will retain the course materials.
- 25.9 The State will determine when training is sufficient for successful operations. If the initial session is insufficient and the State determines that additional training is needed, the Vendor will provide such additional training at no additional cost to the State.
- 25.10 The Vendor may propose computer-based training (CBT) in addition to the instructor-led training described above. Vendor must describe the CBT available and provide cost as an option in the Cost Information Summary.
- 25.11 The Vendor must provide any system changes, upgrades, enhancements or new releases of the software that require additional training needed for successful operation of the system.
- 25.12 The Vendor must include the cost associated with providing a comprehensive training program and all associated training materials in Section VIII: Cost Information Submission. The Vendor must also include an hourly rate for any additional training that may be required.
26. **Documentation Requirements**
- 26.1 Upon installation, the Vendor must provide searchable, electronic copies of the following documentation for the final system that shall include, but not be limited to:
- 26.1.1 User documentation
- System overview
  - Data entry procedures explanation

- Step-by-step operating procedures
  - Problem resolution materials
  - Error message descriptions
- 26.1.2 System documentation
- Management summary
  - Technical summary
  - Application architecture layout
  - Description of system operation
  - System flow charts
  - Data dictionary and data model
- 26.1.3 Program documentation
- Input/output interfaces
  - Record layouts and/or database schema or dictionary
  - File descriptions
  - Program descriptions
- 26.1.4 Database operations/administration documentation
- Items relating to physical file and directory names
  - Recording hardware and software problems
  - Error Messages and correction procedures
  - Troubleshooting guide
  - Powering up and shutting down the equipment
  - Procedures for running and correcting jobs
- 26.1.5 Upon installation, the Vendor must provide **security** documentation for the final system that shall include, but not be limited to, the following:
- Assignment of groups/roles
  - Identification and authentication
  - Access control
  - Accountability/Audit log
  - Critical security parameters
- 26.2 Vendor must provide, at no additional cost, any documentation updates for any/all code changes, schema changes, and system changes, upgrades, or enhancements based on issues identified in QA/Acceptance and/or Pilot testing. Vendor must specify when and how such updates and documentation will be delivered to the State.
- 26.3 Documentation shall be updated to include information for subsequent phases as applicable, to be determined in conjunction with MSDH.
- 26.4 The Vendor must indicate the cost for documentation in Section VIII: Cost

Information Submission.

**27. Warranty and Maintenance**

- 27.1 The Vendor must agree to warrant any and all application software proposed to be free of errors for a minimum of one annual reporting cycle to include calendar, State and Federal reporting cycles (i.e. estimated period of at least 18 months) after acceptance of such software. Any defects found will be documented and prioritized by the State as described in Section VII.24.7. During this Warranty period, the Vendor will agree to correct any errors discovered at his own expense and in accordance with the specified amount of time for that category.
- 27.2 The Vendor must state and discuss the full warranty offered during the warranty period on all system software proposed and state if it is longer than the minimum.
- 27.3 This warranty must cover all components of the systems, including all programs, screens, reports, subroutines, utilities, file structures, documentation, interfaces, or other items provided by the Vendor. This warranty will apply to the base package, plus any customized programs, screens, reports, subroutines, interfaces, utilities, file structures, documentation, or other items proposed and delivered by the Vendor specifically for this procurement.
- 27.4 The Vendor must agree that all corrections made to the system during the Warranty period will be considered an integral part of the proposed system and will be available to MSDH under the normal license agreement at no additional charge.
- 27.5 Following the Warranty period, the Vendor must provide ongoing technical support (i.e., post-warranty Maintenance) for the life of the resulting contract. The Vendor must identify the support structure available in the state and describe the anticipated plan for supporting MSDH.
- 27.6 During the Warranty period, Vendor must provide first line support during which time the Vendor will receive, track and resolve support calls from state, regional and local levels. First line support must be available during normal MSDH working hours of 6 a.m. until 9 p.m., Monday through Saturday. The State has the option of extending this service in six-month intervals at the proposed cost.
- 27.7 Vendor must also propose second line support during which time the Vendor will provide support to the MSDH staff. Initial support calls will be taken by the MSDH Help Desk personnel and forwarded to the Vendor only if necessary. The State has the option of purchasing this service in annual intervals at the proposed cost.
- 27.8 Vendor must also propose emergency support for 24x7 coverage which

MSDH may elect to use, as needed, during the life of the contract.

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

- 27.11.3 Severity Level 3 shall be defined as a minor problem that exists with the MIDSS but the majority of the functions are still usable and some circumvention may be required to provide service. The Vendor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however, if such staff is not immediately available, the Vendor shall return the State's call on average within two (2) business hours. The Vendor shall resolve Severity Level 3 problems as quickly as possible which shall not exceed three (3) working days, unless otherwise authorized in writing by the State.
- 27.11.4 Severity Level 4 shall be defined as a very minor problem or question that does not affect the MIDSS' function (e.g., the text of a message is worded poorly or misspelled.) The Vendor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however, if such staff is not immediately available, the Vendor shall return the State's call within four (4) business hours. The Vendor shall resolve Severity Level 4 problems as quickly as possible which shall not exceed five (5) working days, unless otherwise authorized in writing by the State.
- 27.11.5 General Assistance: For general software support/help desk calls not covered by the above severity level descriptions, the Vendor's technical support staff shall accept the State's call for assistance at the time the State places the initial call; however, if such staff is not immediately available, the Vendor shall return the State's call within five (5) business hours.
- 27.12 Vendor is required to keep a log of all support calls made by MSDH staff and to provide this log to MSDH with the current status of open issues, as well as documented solutions to closed issues, monthly and upon request.
- 27.13 During both the Warranty and Maintenance periods, Vendor must provide all system and software enhancements that become part of the base product and/or are made commercially available at no additional cost to the State. Only unique customizations to the system will be charged to MSDH in accordance with the State's Change Order procedures.
- 27.14 Vendor must furnish both application and systems software support by supplying all updates to system software as they are released.
- 27.14.1 The Vendor must indicate provisions for modifying, enhancing and supporting system and applications software proposed, whether there are any charges for this service and, if so, what those charges are on an hourly, daily, or monthly basis. At minimum, this service must include updates and consultation on a call-in basis.

- 27.14.2 The Vendor must include a complete description of services available to enhance software as new federal and state requirements are made and cost(s) for same, if not covered as part of the maintenance agreement discussed above.
- 27.14.3 Any proposed remote monitoring services must be proposed over a Virtual Private Network (VPN) link. All initial and recurring costs must be specified.
- 27.15 Vendor must specify the cost for Warranty and post-warranty Maintenance support in Section VIII - Cost Information Submission.

**28. Cost Proposal and Payment Terms**

- 28.1 Proposals must be submitted in two, separate sealed parts: a technical proposal and a cost proposal. Vendor must not include any cost or pricing information in the technical proposal. Any proposal that violates this is subject to being eliminated prior to the cost evaluation. Proposals eliminated in this manner will be returned to the Vendor with the cost proposal unopened.
- 28.2 The Vendor must provide all cost information necessary to determine the total five (5)-year lifecycle cost of the proposed software and services. Responses to this section are to be included in Section VIII: Cost Information Submission and must be submitted in both hardcopy and electronic formats.
- 28.3 The Vendor must submit a total fixed dollar cost for all services and products requested in this RFP. The cost proposal must include a breakdown of all costs by phase and by module, deliverable or service within each phase as described in Section VIII. The Vendor must base the proposal on a purchase acquisition method enumerating all costs including installation, freight, shipping, data conversion, training, maintenance, licensing and support, project management, travel, and subsistence expenses, etc.
- 28.4 The Vendor must include and complete all parts of the cost proposal forms, in a comprehensible and accurate manner. Significant errors in the required detail of the Vendor's cost proposal may be grounds for rejection of the Vendor's proposal.
- 28.5 The Vendor must quote the "loaded" change order rate(s) for application software enhancement work performed after initial system implementation. All cost factors, such as rate, travel, per diem, etc. should be included in the "loaded" rate(s).
- 28.6 Vendors should not propose contracts on the basis of cost-plus or open-ended rate schedules, nor for any non-fixed arrangement. Any additional technical service required by MSDH during implementation or afterwards may be negotiated on a task-order basis based upon the Vendor's change order rate.
- 28.7 Due to the importance of knowledge transfer, frequent communication between MSDH and the Vendor will be critical. Therefore, Vendor must

propose for development to be conducted within the continental United States.

- 28.8 Vendor must provide the cost for a statewide, enterprise license to the application(s) for an unlimited number of MSDH users. Vendor may optionally provide a second pricing model (i.e., named users or concurrent users.) The State reserves the right to select the pricing model that best fits the needs of the State. For the optional pricing model, Vendor must itemize incremental user counts supported per licensing terms, and show related pricing in Section VIII: Cost Information Submission. Vendor must agree that any additional user licenses, as may be required by MSDH during the term of the contract, may be purchased at the rate listed in the cost proposal or at the then current price, whichever is less.
- 28.9 The State currently owns a statewide user license for DB2. MSDH currently owns an enterprise license for Oracle and SQL. Vendors proposing a solution that utilizes Oracle or SQL must provide the cost of upgrading (if required) the enterprise license (i.e., non-application specific) that will be used for any/all applications identified by the State. Vendor must also identify the cost for upgrading the enterprise database license if their pricing is based on the type and size of processor.
- 28.10 If Vendor's application software and/or utilities are licensed based on processor size, Vendor must clearly detail the proposed processor configuration and pricing sized to meet the requirements of the RFP and include pricing for the next two processor upgrades.
- 28.11 The Vendor must itemize any and all third party software costs including platform systems in the cost proposal.
- 28.12 If the Vendor's proposed base system must be modified to satisfy a requirement, the Vendor must specifically list the cost of those minor and/or major modifications separately in the cost proposal and identify them by the item number(s) in the functional requirements matrix.
- 28.13 To secure the Vendor's performance under the contract, the Vendor agrees that the State shall hold back a retainage of 25% of each amount payable during each phase of the project, including amounts payable under Change Orders, subject to completion and final acceptance of all deliverables for each implementation phase. Upon successful completion of each phase, the State, at its sole discretion, may pay 5% of the retainage held for that phase. The remaining 20% retainage for each phase shall be retained until completion of the entire project. Each amount payable shall be derived from a project schedule mutually devised by all parties documenting each major milestone or deliverable and the prorated portion of the project cost applicable to the deliverable. If the project schedule for a phase slips beyond the mutually agreed upon delivery date(s), the Vendor forfeits the retainage held to date. Each payment will be made within 45 calendar days of invoice acceptance. These and other terms and conditions are further amplified in Exhibit A: Standard Contract.

## 29. **Evaluation Criteria**

All proposals will be subjected to a quantitative evaluation described below by a project evaluation team comprised of staff from MSDH and ITS. Scoring criteria will be assigned for various cost and functional categories. Each of these categories is assigned a weight between 0% and 100%, with the sum of all categories equaling 100% of the total evaluation score. (The exception is added value, which will be evaluated between 0 and 5 and added to the total score.) All information provided by the Vendor and other information available to the State will be used to evaluate proposals.

- 29.1       The Vendor scoring highest at the end of the evaluation will be selected as the “lowest and best” proposer in response to this RFP.
- 29.2       The award of a contract to a Vendor does not mean that the other proposals lacked merit; but with all factors considered, the selected proposal(s) was deemed to provide the lowest cost and best value to the State.
- 29.3       The State may request discussions with any and all Vendors for the purpose of clarification, confirmation or to amplify the materials presented in any part of the proposal or demonstration. However, Vendors are cautioned that the evaluators are not required to request clarifications. Therefore, all proposals must be complete and concise and reflect the most favorable terms available from the Vendors.
- 29.4       Proposal Validation  
  
Vendors’ proposals will be reviewed to insure that all specifications have been properly addressed, and that they furnished the information needed to facilitate a proper technical, financial and background evaluation. Vendors will be contacted on those proposals found to require minor clarifications. Vendors whose proposals do not adhere to the specifications, contain consistently vague responses, or omit information may be disqualified from further evaluation.
- 29.5       Evaluation of Vendor Qualifications and References

Some factors that will be considered by the evaluation team are as follows:

- Vendor’s organizational structure
- Company’s financial stability
- Current deployments of the proposed product
- Vendor’s background and experience
- Vendor’s references

- Project staff qualifications
- Perceived industry standing,

Vendors found lacking in any qualification area may, at the sole discretion of the state, have their proposals rejected and be disqualified from further consideration.

#### 29.6 Technical/Functional Evaluation

Some factors that will be considered by the evaluation team are as follows:

- Proposed solution's overall compliance with the functional requirements
- Project plan comprehensiveness and thoroughness
- Data conversion
- Training and Documentation
- System, QA, Pilot and Acceptance testing
- Installation and Post-Implementation Support
- Warranty and Maintenance support
- Cooperation and responsiveness of the Vendor during the proposal process
- Added value proposed above the RFP requirements
- Proposed solution's overall compliance with the technical and performance requirements
- Database
- Integrated framework
- Software development tool set

Proposals that do not receive at least eighty percent (80%) of the evaluation points on the Technical proposal may, at the sole discretion of the State, be eliminated from further consideration

29.7 Cost Evaluation

The 5-year lifecycle cost component will be calculated in accordance with the ITS cost scoring formula. Vendors not receiving at least fifty percent (50%) of the available cost points may, at the sole discretion of the State, be eliminated from further evaluation.

29.8 Interviews/Oral Presentations/Site Visits

At the discretion of the State, the evaluators may request an oral presentation, interviews or onsite visits with any and all Vendors for the purpose of clarification or amplification of information presented in any part of the proposal. Although oral presentations may be requested, they will not be allowed in lieu of a written proposal. Key individuals identified in the Vendor's proposal will be required to attend.

29.9 Final Quantitative Evaluation

Following completion of the interview/oral presentation/site visit, the committee will reevaluate any scores as necessary. Finally, the functional/cost scores will be combined with any value added points to render Vendor's final score that will determine the "lowest and best" Vendor to whom the award will be made.

## SECTION VIII COST INFORMATION SUBMISSION

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

| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                         | One Time Costs/License Costs | Recurring Costs |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------|-----------------|--|
| <p><b><u>Functional Licensing Costs</u></b></p> <p>Cost for Statewide Enterprise License for unlimited number of users for:</p> <p>Licensing of System modules that enable solution to meet the current CDC PHIN</p> <p>Requirements that must be met in order for MSDH to be PHIN Certified. (Base system: PHIN &amp; Immunization Registry)</p> <p>Licensing cost for program specific modules:<br/> Immunizations<br/> STD/HIV<br/> Morbidity<br/> West Nile</p> |                              |                 |  |

|                                                                                                                                                                                                                                                                                                                                                                                        |  |  |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| Lead Screening<br>Asthma                                                                                                                                                                                                                                                                                                                                                               |  |  |  |
| <b><u>Software Infrastructure Licensing Cost</u></b><br><br>Cost for License of Tools, Utilities, Software Development Tool Set, and any Third Party Products needed to support the proposed system.<br><br>Cost for individual System Components (Security, Code Table Maintenance, etc.)                                                                                             |  |  |  |
| <b><u>Professional Services Costs</u></b><br>Vendor must separately list the cost for each required modification and identify it by the item number(s) used in matrix of Section VII.15<br><br>Cost for modifying proposed solution to meet requirements that must be met in order for MSDH to be PHIN Certified. (including modifications to modules)<br><br>Cost for development and |  |  |  |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |  |  |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| <p>implementation of interface to the Patient Information Management System. (PIMS)</p> <p>Cost for development and implementation of interface to the Laboratory Information Management System.</p> <p>Cost for development and implementation of interface to Vital Records System</p> <p>Project Management and Project Work Plan Costs</p> <p>Implementation and Statewide Rollout Costs</p> <p>Post Implementation Support Costs</p> <p>Conversion Costs</p> <p>Training Costs</p> <p>Documentation Costs</p> <p>Warranty Costs</p> |  |  |  |
| <b><u>Maintenance</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |  |  |  |

|                                                                                                                                                                                                                                                                                                                                                                                                    |  |  |  |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|--|
| Annual Software Maintenance and Support Costs. (MSDH will not incur any maintenance and support charges until after completion of the one year warranty which is triggered by the completion of final acceptance testing and acceptance of all components.)                                                                                                                                        |  |  |  |
| <p><b><u>Change Order Rates</u></b></p> <p>Vendor must propose rates for the appropriate level of personnel/expertise. Vendor must provide “fully loaded” hourly rates for the following levels of personnel/expertise:</p> <p>Project Manager</p> <p>Data Base Administrator</p> <p>Network Administrator</p> <p>Technical Team Leader</p> <p>Functional Team Leader</p> <p>Technical Analyst</p> |  |  |  |

|                          |  |  |  |
|--------------------------|--|--|--|
| Functional Analyst       |  |  |  |
| Documentation Specialist |  |  |  |
| Training Specialist      |  |  |  |

## SECTION IX REFERENCES

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

### 1. References

- 1.1 The Vendor must provide at least **3** references consisting of Vendor accounts that the State may contact. Required information includes name, address, telephone number, and length of time the account has been a reference. Forms for providing reference information are included on the next page. The Vendor must make arrangements in advance with the account references so that they may be contacted at the Project team's convenience without further clearance or Vendor intercession. Failure to provide this information in the manner described may subject the Vendor's proposal to being rated unfavorably relative to these criteria or disqualified altogether at the State's sole discretion.
- 1.2 References should be based on the following profiles and be able to substantiate the following information from both management and technical viewpoints:
  - 1.2.1 The reference installation must be similar in function and size to the agency/institution for which this RFP is issued;
  - 1.2.2 The reference installation product/service must be configured similarly or identically to this RFP; and
  - 1.2.3 The reference installation must have been operational for at least **twelve (12) months**.
  - 1.2.4 Additional reference requirements:
  - 1.2.5 There are no additional reference requirements for this RFP.

### 2. **Subcontractors**

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

## REFERENCE FORM

### Complete 3 Reference Forms.

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

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

|  |
|--|
|  |
|--|

## **SUBCONTRACTOR REFERENCE FORM**

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

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

Scope of services/products to be provided by subcontractor:

|  |
|--|
|  |
|--|

**Complete 3 Reference Forms for each Subcontractor.**

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

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

|  |
|--|
|  |
|--|

**EXHIBIT A  
STANDARD CONTRACT**

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

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

**PROJECT NUMBER 37526  
SOFTWARE TURNKEY AGREEMENT  
BETWEEN  
INSERT VENDOR NAME  
AND  
MISSISSIPPI DEPARTMENT OF INFORMATION TECHNOLOGY SERVICES  
AS CONTRACTING AGENT FOR THE  
MISSISSIPPI STATE DEPARTMENT OF HEALTH**

This Software Turnkey Agreement (hereinafter referred to as "Agreement") is entered into by and between **INSERT VENDOR NAME**, a **INSERT STATE OF INCORPORATION** corporation having its principal place of business at **INSERT VENDOR STREET ADDRESS** (hereinafter referred to as "Seller"), and Mississippi Department of Information Technology Services having its principal place of business at 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201 (hereinafter referred to as "ITS"), as contracting agent for the Mississippi State Department of Health located at 570 East Woodrow Wilson Drive, Jackson, Mississippi 39215 (hereinafter referred to as "Purchaser"). ITS and Purchaser are sometimes collectively referred to herein as "State."

**WHEREAS**, Purchaser, pursuant to Request for Proposals ("RFP") Number 3558, requested proposals for the acquisition of certain software, installation and conversion services, and technical support (collectively "Turnkey Operation") necessary for the implementation of a comprehensive, statewide, immunization and disease surveillance system for the Mississippi State Department of Health; and

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

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

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

**1.1**Seller acknowledges and agrees that the project is comprised of two (2) phases as described in RFP No. 3558. Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Agreement shall begin on the date it is signed by all parties and shall continue in effect until all tasks required herein for Phase I are completed. Seller agrees to complete all tasks required for Phase I under this Agreement, with the exception of warranty service and post warranty maintenance, on or before the close of business on August 1, 2009.

**1.2**Seller acknowledges and agrees that the Purchaser shall be under no obligation to proceed from Phase I to Phase II. Seller shall not proceed with Phase II without written notice to proceed with the phase from Purchaser. In no event shall the Purchaser be obligated for payment of any costs, fees or expenses incurred by Seller or for the acquisition of any products or services described as comprising part of Phase II unless and until the Purchaser authorizes Seller to proceed with Phase II, in writing. Upon Seller's receipt of any such authorization, Seller shall submit a detailed work plan for Phase II which must be approved by Purchaser prior to beginning work on Phase II. The decision to proceed with Phase II shall be in the sole and absolute discretion of the Purchaser.

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

**1.4**At the end of the initial term, this Agreement may, upon the written agreement of the parties, be renewed for an additional term, the length of which will be agreed upon by the parties.

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

**2.1**The Seller agrees to provide Purchaser with a turnkey system consisting of software, installation and conversion services, technical support, and training for the implementation of a comprehensive, statewide, immunization and disease surveillance system for the Mississippi State Department of Health, as specified in RFP No. 3558. Seller agrees to facilitate the integration of the hardware and software for the particular purpose set forth in RFP No. 3558. Seller further agrees that the system as set forth in RFP No. 3558 and Seller's Proposal in response thereto shall operate efficiently and optimally in light of industry standards and as further specified in RFP No. 3558 and Seller's Proposal in response thereto. RFP No. 3558 and

Seller's Proposal as accepted by the State in response thereto are incorporated herein by reference.

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

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

Subject to the terms and conditions set forth herein, Seller agrees to provide, at the location specified by Purchaser, and Purchaser agrees to buy as needed the software and services listed in the attached Exhibit A, which is incorporated herein and at the purchase price set forth therein. Purchaser shall submit a purchase order signed by a representative of Purchaser itemizing the items to be purchased. The purchase order shall be subject to the terms and conditions of this Agreement. The parties agree that Purchaser reserves the right to adjust the quantities of purchases based upon the availability of funding or as determined necessary by Purchaser. Seller guarantees pricing for a period of ninety (90) days from the effective date of this Agreement. In the event there is a national price decrease of the products specified in Seller's Proposal during this time, Seller agrees to extend the new, lower pricing to Purchaser.

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

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

4.2 Seller shall complete installation of the software pursuant to the requirements set forth in RFP No. 3558 and Article 5 herein. Seller acknowledges that installation of the system shall be accomplished with minimal interruption of Purchaser's normal day-to-day operations.

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

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

## **ARTICLE 5 SCHEDULE AND ACCEPTANCE**

**5.1** Seller warrants that all software shall be properly delivered, installed, and integrated for acceptance testing within the scheduling deadlines set forth by Purchaser, as the site is deemed ready for installation. Seller shall provide Purchaser with an installation schedule identifying the date, time, and location within the scheduling deadlines set forth in RFP No. 3558, or as may be agreed to by the parties.

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

**5.3 Deliverable Acceptance Testing:** Seller shall provide all documentation for the software being tested before acceptance testing will begin. Purchaser shall have a minimum of ten (10) working days to review each deliverable and to either notify Seller of acceptance or to provide Seller a detailed list of deficiencies that must be remedied prior to payment being made. In the event the Purchaser notifies the Seller of deficiencies, the Seller shall correct such deficiencies within five (5) working days, unless the Purchaser consents in writing to a longer period of time.

**5.4 Quality Assurance ("QA") Acceptance Testing:** The Seller shall be responsible for conducting an operational test of the system in conjunction with Purchaser's staff. All functions of the system must be operational. Following successful System Test, Seller must certify in writing that the system is ready for Quality Assurance ("QA") Acceptance Testing and will perform in accordance with the functional and performance requirements stated in RFP No. 3558. The Seller must ensure that the system in general and each module of the system operates according to specifications before turning the system over to Purchaser for QA Acceptance testing. While Purchaser's staff will be responsible for conducting the QA Acceptance testing, the Seller must provide technical staff onsite to participate in the QA Acceptance testing as requested by Purchaser. All functions of the system must be operational to ensure that proper training and knowledge transfer have been received. The QA Acceptance test will run for a minimum of forty-five (45) working days. All defects will be documented and categorized by the Purchaser as described in RFP No. 3558, and must be corrected by Seller within five (5) working days and prior to the start of Pilot Testing. Seller shall make all corrections in the development

environment and then migrate same into the testing environment to be QA Acceptance tested. The Purchaser will notify Seller in writing when the system has completed QA Acceptance testing and is ready for Pilot Testing.

**5.5Pilot Testing:**Following the conclusion of QA Acceptance Testing, Purchaser's staff will be responsible for conducting a Pilot Test of the production system at several locations around the state to be determined by Purchaser to ensure the system operates according to the specifications outlined in RFP No. 3558 in a live, day-to-day business environment. The Seller must provide technical staff onsite to assist with Pilot Testing as requested by Purchaser. The Pilot Tests will run for a minimum of ninety (90) working days. All defects will be documented and prioritized by the Purchaser as described in RFP No. 3558, and all defects must be corrected by Seller within five (5) working days and prior to the statewide rollout and the start of Final Acceptance Testing. The Purchaser will notify Seller in writing when the system has completed Pilot testing and is ready for Final System Acceptance Testing.

**5.6Final System Acceptance Testing:**After completion of Pilot Testing, Purchaser shall begin the statewide deployment of the system. After cut-over of the final district/site, the Purchaser shall have ninety (90) working days to conduct Final System Acceptance testing to confirm that the system performs without any defects and performs pursuant to the specifications set forth in RFP No. 3558 and the Seller's Proposal, as accepted by Purchaser, in response thereto. Seller shall participate in the acceptance testing of the system by providing technical staff at Purchaser's location to provide assistance in demonstrating all functions of the system. The Purchaser's official representative must sign off on each application to ensure that the applications meet the functional and technical requirements. In the event that one (1) or more applications supplied by Seller are not accepted, the Seller shall correct the deficiencies or provide at its own expense whatever software that may be required to meet the acceptance criteria within five (5) working days or a mutually agreed upon time period. In the event the system fails to perform as state herein, Purchaser shall immediately notify Seller. Seller shall correct defects identified by Purchaser within five (5) working days, or such other period as the parties may agree upon. The ninety (90) working day Final System Acceptance testing period will be extended by system down-time. In the event Seller is unable to repair or replace the defective software, the Purchaser reserves the right to return defective software to Seller at Seller's expense and to terminate this Agreement. "Final Acceptance" shall mean written notice from the Purchaser that it has accepted the system upon successful completion of the ninety (90) working day period of statewide production deployment during which time the system conformed in all material respects to the applicable specifications with no additional defects found. The Final Acceptance period will be followed by ninety (90) days of Post-Implementation Support prior to the start of the warranty period. The Post-Implementation support period will

not begin until the Seller has received written notification of Final Acceptance from the Purchaser.

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

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

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

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

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

## **ARTICLE 7 CONVERSION AND TRAINING**

Seller shall, for the fees specified in the attached Exhibit A, provide the conversion activities as well as the training specified in RFP No. 3558 and Seller's Proposal, as accepted by Purchaser, in response thereto. Seller and Purchaser shall mutually agree on the time for the training and an outline of the training to be provided. Seller specifically understands and agrees that Purchaser

will not accept the system until Seller completes the conversion and training requirements. Seller agrees to provide, upon delivery, all user documentation and technical manuals needed to fully acquaint the user with operation of the software.

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

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

**8.2** The Seller and the Purchaser agree to the Deliverable Schedule as set forth in the Payment Schedule and Deliverables List included as Exhibit A to this Agreement. The Seller will receive payment in the amount indicated in Article 8.1 herein, less retainage to be withheld in accordance with the Retainage Article herein, upon written acceptance by the Purchaser of each of the deliverables defined therein. The parties agree that as the project work plan is revised by written agreement of the parties during the term of this Agreement, the anticipated dates for acceptance of deliverables and for the corresponding payments to the Seller, but not the amounts of those payments, may likewise be revised only by written agreement of the parties.

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

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

## **ARTICLE 9WARRANTIES**

**9.1**Seller represents and warrants that all software and services provided by Seller shall meet or exceed the minimum specifications set forth in RFP No. 3558 and Seller's Proposal in response thereto.

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

**9.3** Seller represents and warrants that all software furnished will be free from material defects for a period of **INSERT WARRANTY PERIOD** after final acceptance of the complete system and will provide Purchaser complete functionality necessary for the operation of the system as stated in RFP No. 3558 and the Seller's Proposal in response thereto. The software support to be provided to Purchaser during the warranty period is set forth in Article 11 herein. This warranty shall cover all components of the system, including but not limited to all programs, screens, reports, subroutines, utilities, file structures, documentation, interfaces, or other items provided by the Seller. This warranty will apply to the base package plus any customized programs, screens, reports, subroutines, interfaces, utilities, file structures, documentation, or other items proposed and delivered by the Seller specifically for this project. The Seller shall give immediate high priority attention to any mission critical corrections that are needed. If the software does not function accordingly, Seller shall, within five (5) working days and at no cost to Purchaser, correct the defects identified, or replace the software with software that is compliant with this warranty. In the event Seller cannot repair or replace the software, Seller shall at the State's election, either refund the fees paid for the software and for any services that directly relate to the defective software, or secure alternate software, acceptable to the Purchaser which will insure functionality of the system.

**9.4**Seller represents and warrants that the turnkey system is fit for the particular purpose set forth in this Agreement and RFP No. 3558, with regard to Purchaser's foreseeable or projected needs.

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

**9.6**Seller represents and warrants that all work performed hereunder, including but not limited to consulting, conversion, training, technical support, and maintenance, shall be performed by competent personnel, shall be of professional quality consistent with generally accepted industry

standards for the performance of such services, and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Seller shall, for a period of ninety (90) days from the performance of service, perform the services again at no cost to the Purchaser, or if the Seller is unable to perform the services as warranted, the Seller shall reimburse the Purchaser the fees paid to the Seller for the unsatisfactory services.

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

**9.8** Seller represents and warrants that the software, as delivered to Purchaser, does not contain a computer virus. For any breach of this warranty, Seller, at its expense, shall, within five (5) working days after receipt of notification of the breach, deliver Products to Purchaser that are free of any virus and shall be responsible for repairing, at Seller's expense, any and all damage done by the virus to Purchaser's site.

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

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

may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

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

Seller represents and warrants that neither the software, its elements, nor the use thereof violates or infringes on any copyright, patent, trademark, servicemark, trade secret, or other proprietary right of any person or entity. Seller, at its own expense, shall defend or settle any and all infringement actions filed against Seller or Purchaser which involve the software provided under this Agreement and shall pay all settlements, as well as all costs, attorney fees, damages, and judgment finally awarded against Purchaser. If the continued use of the products for the purpose intended is threatened to be enjoined or is enjoined by any court of competent jurisdiction, Seller shall, at its expense: (a) first procure for Purchaser the right to continue using such products, or upon failing to procure such right; (b) modify or replace them with non-infringing products while maintaining substantially similar software functionality or data/informational content, or upon failing to secure either such right; (c) refund to Purchaser the software license fees previously paid by Purchaser for the products Purchaser may no longer use. Said refund shall be paid within ten (10) working days of notice to Purchaser to discontinue said use.

#### **ARTICLE 11 WARRANTY & POST-WARRANTY SOFTWARE SUPPORT**

**11.1** During the warranty period and during any post-warranty support period subscribed to by Purchaser, Seller shall provide Purchaser, for the annual fee specified in the attached Exhibit A, the software support services as herein described.

**11.2** Seller shall provide, for the periods set forth in Exhibit A, software support services as specified in RFP No. 3558 and Seller's Proposal, as accepted by Purchaser, in response thereto, with said support to include, but not be limited to, the following: (a) upon notification of software errors, Seller shall provide all remedial support and assistance needed to correct the errors which affect the operation of the software; (b) the provision of regular updates, new releases, and enhancements as they are released, but no less than one (1) annually; (c) unlimited toll-free technical telephone first line support in the operation of the software system 6:00 A.M. to 9:00 P.M. (Central Time) Monday through Friday, with a guaranteed one (1) hour telephone response time, and emergency support twenty-four (24) hours a day, seven (7) days a week; (d) priority placement in the support queue shall be given to all system locking situations or problems claimed by Purchaser to be a mission critical process; and (e) on-site support in the operation of the software products if reasonably convenient or necessary in the opinion of the Seller. Repair times are set forth in Article 11.3 below. It is further understood that in the event the software product lines are discontinued, Seller shall be responsible for supporting the last software release implemented by the Purchaser for a minimum of five (5) years thereafter, with the same level of support as described in this Article. Should Seller migrate away from the

database currently required for the software installed for Purchaser to a different database, Seller shall provide updated product and new database licensing to Purchaser at no cost to Purchaser.

**11.3**The Purchaser reserves the right, during both the warranty and post-warranty support periods, to determine and assign severity levels for the issue/support problem. All defects will be documents and categorized by the Purchaser as described herein:

(A)Severity Level 1: Severity Level 1 issues are defined as urgent situations, when the production system is down and the Purchaser is unable to use the system and possibly endangering the Purchaser's environment. The Seller's technical support staff shall accept the Purchaser's call for assistance at the time the Purchaser places the initial call and respond within one (1) business hour. Response is defined as a qualified technician actively pursuing problem resolution either on-site or through off-site diagnostic capabilities. The Seller shall resolve Severity Level 1 problems as quickly as possible which shall not exceed twenty-four (24) hours, unless otherwise authorized in writing by the Purchaser.

(B)Severity Level 2: Severity Level 2 issues are defined as critical software system components that have significant outages and/or failure precluding its successful operation. The system may operate but is severely restricted. The Seller's technical support staff shall accept the Purchaser's call for assistance at the time the Purchaser places the initial call; however, if such staff is not immediately available, the Seller shall return the Purchaser's call within one (1) business hour. The Seller shall resolve Severity Level 2 problems within two (2) business days, unless otherwise authorized in writing by the Purchaser.

(C)Severity Level 3: Severity Level 3 issues are defined as minor problems that exist with the system but the majority of the functions are still usable and some circumvention may be required to provide service. The Seller's technical support staff shall accept the Purchaser's call for assistance at the time the Purchaser places the initial call; however, if such staff is not immediately available, the Seller shall return the Purchaser's call within two (2) business hours. The Seller shall resolve Severity Level 3 problems within three (3) business days, unless otherwise authorized in writing by the Purchaser.

(D)Severity Level 4: Severity Level 4 issues are defined as very minor problems or questions that do not affect the system's function (e.g., the text of a message is worded poorly or misspelled.) The Seller's technical support staff shall accept the Purchaser's call for assistance at the time the Purchaser places the initial call; however, if such staff is not immediately available, the Seller shall return the Purchaser's call within four (4) business hours. The Seller shall resolve Severity Level 4 problems within five (5) business days, unless otherwise authorized in writing by the Purchaser.

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

**11.4**Sixty (60) days prior to expiration of the initial software support period or any renewal term thereof, Seller shall notify Purchaser in writing of the impending expiration, and Purchaser shall have thirty (30) days in which to notify Seller of its decision to either renew or cancel any further software support. In no event shall the cost for software support increase by more than five percent (5%) percent per year.

## **ARTICLE 12EMPLOYMENT STATUS**

**12.1**Seller shall, during the entire term of this Agreement, be construed to be an independent contractor. Nothing in this Agreement is intended to nor shall it be construed to create an employer-employee relationship or a joint venture relationship.

**12.2**Seller represents that it is qualified to perform the duties to be performed under this Agreement and that it has or will secure, if needed, at its own expense, applicable personnel who shall be qualified to perform the duties required under this Agreement. Such personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of Purchaser. Seller shall pay, when due, all salaries and wages of its employees, and it accepts exclusive responsibility for the payment of federal income tax, state income tax, social security, unemployment compensation, and any other withholdings that may be required. Neither Seller nor employees of Seller are entitled to state retirement or leave benefits.

**12.3**Any person assigned by Seller to perform the services hereunder shall be the employee of Seller, who shall have the sole right to hire and discharge its employee. Purchaser may, however, direct Seller to replace any of its employees under this Agreement. If Seller is notified within the first eight (8) hours of assignment that the person is unsatisfactory, Seller will not charge Purchaser for those hours.

**12.4**It is further understood that the consideration expressed herein constitutes full and complete compensation for all services and performances hereunder and that any sum due and payable to Seller shall be paid as a gross sum with no withholdings or deductions being made by Purchaser for any purpose from said contract sum.

## **ARTICLE 13BEHAVIOR OF EMPLOYEES/SUBCONTRACTORS**

Seller will be responsible for the behavior of all its employees and subcontractors while on the premises of any Purchaser location. Any employee or subcontractor acting in a manner determined by the administration of that location to be detrimental, abusive, or offensive to any of the staff will be asked to leave the premises and may be suspended from further work on the premises. All Seller employees and subcontractors who will be working at such locations to

install or repair Products shall be covered by Seller's comprehensive general liability insurance policy.

#### **ARTICLE 14 MODIFICATION OR RENEGOTIATION**

This Agreement may be modified only by written agreement signed by the parties hereto, and any attempt at oral modification shall be void and of no effect. The parties agree to renegotiate the Agreement if federal and/or state revisions of any applicable laws or regulations make changes in this Agreement necessary.

#### **ARTICLE 15 ASSIGNMENT AND SUBCONTRACTS**

**15.1** Neither party may assign or otherwise transfer this Agreement or its obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld. Any attempted assignment or transfer of its obligations without such consent shall be null and void. This Agreement shall be binding upon the parties' respective successors and assigns.

**15.2** Seller must obtain the written approval of Purchaser before subcontracting any portion of this Agreement. No such approval by Purchaser of any subcontract shall be deemed in any way to provide for the incurrence of any obligation of Purchaser in addition to the total fixed price agreed upon in this Agreement. All subcontracts shall incorporate the terms of this Agreement and shall be subject to the terms and conditions of this Agreement and to any conditions of approval that Purchaser may deem necessary.

**15.3** Seller represents and warrants that any subcontract agreement Seller enters into shall contain a provision advising the subcontractor that the subcontractor shall have no lien and no legal right to assert control over any funds held by the Purchaser, that the subcontractor acknowledges that no privity of contract exists between the Purchaser and the subcontractor, and that the Seller is solely liable for any and all payments which may be due to the subcontractor pursuant to its subcontract agreement with the Seller. The Seller shall indemnify and hold harmless the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs, and expenses of every kind and nature whatsoever arising as a result of Seller's failure to pay any and all amounts due by Seller to any subcontractor, materialman, laborer, or the like.

**15.4** All subcontractors shall be bound by any negotiation, arbitration, appeal, adjudication, or settlement of any dispute between the Seller and the Purchaser, where such dispute affects the subcontract.

#### **ARTICLE 16 AVAILABILITY OF FUNDS**

It is expressly understood and agreed that the obligation of Purchaser to proceed under this Agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds for the performances required under this Agreement. If the funds anticipated for the fulfillment of this Agreement are not forthcoming or are insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds, or if there is a discontinuance or material alteration of the program under which funds were available to Purchaser for the payments or performance due under this Agreement, Purchaser shall have the right to immediately terminate this Agreement without damage, penalty, cost, or expense to Purchaser of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination. Purchaser shall have the sole right to determine whether funds are available for the payments or performances due under this Agreement.

#### **ARTICLE 17 TERMINATION**

Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated, in whole or in part, as follows: (a) upon the mutual, written agreement of the parties; (b) by Purchaser, without the assessment of any penalties, upon thirty (30) days written notice to Seller, if Seller becomes the subject of bankruptcy, reorganization, liquidation, or receivership proceedings, whether voluntary or involuntary; (c) by Purchaser, without the assessment of any penalties, for any reason after giving thirty (30) days written notice specifying the effective date thereof to Seller; or (d) by either party in the event of a breach of a material term or provision of this Agreement where such breach continues for thirty (30) days after the breaching party receives written notice from the other party. Upon termination, Purchaser will be entitled to a refund of applicable unexpended prorated annual software support fees/charges, if any. In the event of termination, Seller shall be entitled to receive just and equitable compensation for satisfactory work completed or services rendered by Seller in connection with this Agreement and accepted by Purchaser as of the date of receipt of notification of termination. In no case shall said compensation exceed the total contract price. The provisions of this Article do not limit either party's right to pursue any other remedy available at law or in equity.

#### **ARTICLE 18 GOVERNING LAW**

This Agreement shall be construed and governed in accordance with the laws of the State of Mississippi, and venue for the resolution of any dispute shall be Jackson, Hinds County, Mississippi. Seller expressly agrees that under no circumstances shall Purchaser or ITS be obligated to pay an attorney's fee, prejudgment interest, or the cost of legal action to Seller. Further, nothing in this Agreement shall affect any statutory rights Purchaser may have that cannot be waived or limited by contract.

#### **ARTICLE 19WAIVER**

Failure of either party hereto to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver or relinquishment of any similar right or power hereunder at any subsequent time or of any other provision hereof, nor shall it be construed to be a modification of the terms of this Agreement. A waiver by the State, to be effective, must be in writing, must set out the specifics of what is being waived, and must be signed by an authorized representative of the State.

#### **ARTICLE 20SEVERABILITY**

If any term or provision of this Agreement is prohibited by the laws of the State of Mississippi or declared invalid or void by a court of competent jurisdiction, the remainder of this Agreement shall be valid and enforceable to the fullest extent permitted by law, provided that the State's purpose for entering into this Agreement can be fully achieved by the remaining portions of the Agreement that have not been severed.

#### **ARTICLE 21CAPTIONS**

The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provision or section of this Agreement.

#### **ARTICLE 22HOLD HARMLESS**

To the fullest extent allowed by law, Seller shall indemnify, defend, save and hold harmless, protect, and exonerate Purchaser, ITS and the State, its Board Members, officers, employees, agents, and representatives from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs, and expenses of every kind and nature whatsoever, including, without limitation, court costs, investigative fees and expenses, attorney fees, and claims for damages arising out of or caused by Seller and/or its partners, principals, agents, employees, or subcontractors in the performance of or failure to perform this Agreement.

#### **ARTICLE 23THIRD PARTY ACTION NOTIFICATION**

Seller shall notify Purchaser in writing within five (5) business days of Seller filing bankruptcy, reorganization, liquidation or receivership proceedings or within five (5) business days of its receipt of notification of any action or suit being filed or any claim being made against Seller or Purchaser by any entity that may result in litigation related in any way to this Agreement and/or which may affect the Seller's performance under this Agreement. Failure of the Seller to provide such written notice to Purchaser shall be considered a material breach of this Agreement and the Purchaser may, at its sole discretion, pursue its rights as set forth in the Termination Article herein and any other rights and remedies it may have at law or in equity.

#### **ARTICLE 24AUTHORITY TO CONTRACT**

Seller warrants that it is a validly organized business with valid authority to enter into this Agreement, that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind, and notwithstanding any other provision of this Agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

#### **ARTICLE 25NOTICE**

Any notice required or permitted to be given under this Agreement shall be in writing and personally delivered or sent by facsimile, provided that the original of such notice is sent by certified United States mail, postage prepaid, return receipt requested, or overnight courier with signed receipt, to the party to whom the notice should be given at their business address listed herein. ITS' address for notice is: Mr. David L. Litchliter, Executive Director, Mississippi Department of Information Technology Services, 301 North Lamar Street, Suite 508, Jackson, Mississippi 39201. Purchaser's address for notice is: Mr. Joe Surkin, Director of MEDSS/PHIN, Mississippi State Department of Health, 570 East Woodrow Wilson Drive, Jackson, Mississippi 39215. The Seller's address for notice is: **INSERT NAME, TITLE & ADDRESS OF VENDOR PERSON FOR NOTICE**. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

#### **ARTICLE 26RECORD RETENTION AND ACCESS TO RECORDS**

Seller shall establish and maintain financial records, supporting documents, statistical records and such other records as may be necessary to reflect its performance of the provisions of this Agreement. The Purchaser, ITS, any state or federal agency authorized to audit Purchaser, and/or any of their duly authorized representatives, shall have unimpeded, prompt access to this Agreement and to any of the Seller's proposals, books, documents, papers and/or records that are pertinent to this Agreement to make audits, copies, examinations, excerpts and transcriptions at the State's or Seller's office as applicable where such records are kept during normal business hours. All records relating to this Agreement shall be retained by the Seller for three (3) years from the date of receipt of final payment under this Agreement. However, if any litigation or other legal action, by or for the state or federal government has begun that is not completed at the end of the three (3) year period, or if an audit finding, litigation or other legal action has not been resolved at the end of the three (3) year period, the records shall be retained until resolution.

#### **ARTICLE 27INSURANCE**

Seller represents that it will maintain workers' compensation insurance as prescribed by law, which shall inure to the benefit of Seller's personnel, as well as comprehensive general liability and employee fidelity bond insurance. Seller will, upon request, furnish Purchaser with a certificate of conformity providing the aforesaid coverage.

#### **ARTICLE 28DISPUTES**

Any dispute concerning a question of fact under this Agreement, which is not disposed of by agreement of the Seller and Purchaser, shall be decided by the Executive Director of ITS or his/her designee. This decision shall be reduced to writing and a copy thereof mailed or furnished to the parties. Disagreement with such decision by either party shall not constitute a breach under the terms of this Agreement. Such disagreeing party shall be entitled to seek such other rights and remedies it may have at law or in equity.

#### **ARTICLE 29COMPLIANCE WITH LAWS**

Seller shall comply with and all activities under this Agreement shall be subject to all Purchaser policies and procedures and all applicable federal, state, and local laws, regulations, policies, and procedures as now existing and as may be amended or modified. Specifically, but not limited to, Seller shall not discriminate against any employee nor shall any party be subject to discrimination in the performance of this Agreement because of race, creed, color, sex, age, national origin, or disability.

#### **ARTICLE 30CONFLICT OF INTEREST**

Seller shall notify Purchaser of any potential conflict of interest resulting from the representation of or service to other clients. If such conflict cannot be resolved to Purchaser's satisfaction, Purchaser reserves the right to terminate this Agreement.

#### **ARTICLE 31SOVEREIGN IMMUNITY**

By entering into this Agreement with Seller, the State of Mississippi does in no way waive its sovereign immunities or defenses as provided by law.

#### **ARTICLE 32CONFIDENTIAL INFORMATION**

**32.1** Seller shall treat all Purchaser data and information to which it has access by its performance under this Agreement as confidential and shall not disclose such data or information to a third party without specific written consent of Purchaser. In the event that Seller receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of such information, Seller shall promptly inform Purchaser and thereafter respond in conformity with such subpoena to the extent mandated by state and/or federal laws, rules, and regulations. This Article shall survive the termination or completion of this Agreement, shall continue in full force and effect, and shall be binding upon the Seller and its agents, employees, successors, assigns, subcontractors, or any party or entity claiming an interest in this Agreement on behalf of or under the rights of the Seller, following any termination or completion of this Agreement.

**32.2** With the exception of any attached exhibits which are labeled as "confidential", the parties understand and agree that this Agreement does not constitute confidential information, and may be reproduced and distributed by the State without notification to Seller. ITS will provide third party notice to Seller of any requests received by ITS for any such confidential exhibits so as to allow Seller the opportunity to protect the information by court order as outlined in ITS Public Records Procedures.

#### **ARTICLE 33EFFECT OF SIGNATURE**

Each person signing this Agreement represents that he or she has read the Agreement in its entirety, understands its terms, is duly authorized to execute this Agreement on behalf of the parties, and agrees to be bound by the terms contained herein. Accordingly, this Agreement shall not be construed or interpreted in favor of or against the State or the Seller on the basis of draftsmanship or preparation hereof.

#### **ARTICLE 34OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS**

All data, electronic or otherwise, collected by Seller and all documents, notes, programs, databases (and all applications thereof), files, reports, studies, and/or other material collected and prepared by Seller in connection with this Agreement, whether completed or in progress, shall be the property of Purchaser upon completion of this Agreement or upon termination of this Agreement. Purchaser hereby reserves all rights to the databases and all applications thereof and to any and all information and/or materials prepared in connection with this Agreement. Seller is prohibited from use of the above described information and/or materials without the express written approval of Purchaser.

#### **ARTICLE 35NON-SOLICITATION OF EMPLOYEES**

Seller agrees not to employ or to solicit for employment, directly or indirectly, any of the Purchaser's employees until at least one (1) year after the expiration/termination of this Agreement, unless mutually agreed to the contrary in writing by the Purchaser and the Seller, and provided that such an agreement between these two entities is not a violation of the laws of the State of Mississippi or the federal government.

#### **ARTICLE 36ENTIRE AGREEMENT**

**36.1** This Agreement constitutes the entire agreement of the parties with respect to the subject matter contained herein and supersedes and replaces any and all prior negotiations, understandings, and agreements, written or oral, between the parties relating hereto, including all terms of any unsigned or "shrink-wrap" license included in any package, media, or electronic version of Seller-furnished software, or any "click-wrap" or "browse-wrap" license presented in

connection with a purchase via the Internet. The RFP No. 3558 and Seller's Proposal in response to RFP No. 3558 are hereby incorporated into and made a part of this Agreement.

**36.2**The Agreement made by and between the parties hereto shall consist of and precedence is hereby established by the order of the following:

- A.**This Agreement signed by both parties;
- B.**Any exhibits attached to this Agreement;
- C.**RFP No. 3558 and written addenda; and
- D.**Seller's Proposal, as accepted by Purchaser, in response to RFP No. 3558.

**36.3**The intent of the above listed documents is to include all items necessary for the proper execution and completion of the services by the Seller. The documents are complementary, and what is required by one shall be binding as if required by all. A higher order document shall supersede a lower order document to the extent necessary to resolve any conflict or inconsistency arising under the various provisions thereof, provided, however, that in the event an issue is addressed in one of the above mentioned documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur by reason thereof. The documents listed above are shown in descending order of priority, that is, the highest document begins with the first listed document ("A. This Agreement") and the lowest document is listed last ("D. Seller's Proposal").

#### **ARTICLE 37 STATE PROPERTY AND LOCATION OF WORK**

**37.1**Seller shall be responsible for the proper custody of any Purchaser-owned property furnished for Seller's use in connection with work performed pursuant to this Agreement. Seller shall reimburse the Purchaser for any loss or damage, normal wear and tear excepted.

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

#### **ARTICLE 38 SURVIVAL**

Articles 9, 10, 11, 18, 22, 26, 31, 32, 34, 35, and all other articles, which by their express terms so survive or which should so reasonably survive, shall survive any termination or expiration of this Agreement.

#### **ARTICLE 39 DEBARMENT AND SUSPENSION CERTIFICATION**

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

#### **ARTICLE 40 NETWORK SECURITY**

Seller and Purchaser understand and agree that the State of Mississippi's Enterprise Security Policy mandates that all remote access to and/or from the State network must be accomplished via a Virtual Private Network (VPN). If remote access is required at any time during the life of this Agreement, Seller and Purchaser agree to implement/maintain a VPN for this connectivity. This required VPN must be IPSec-capable (ESP tunnel mode) and will terminate on a Cisco VPN-capable device (i.e. VPN concentrator, PIX firewall, etc.) on the State's premises. Seller agrees that it must, at its expense, implement/maintain a compatible hardware/software solution to terminate the specified VPN on the Seller's premises. The parties further understand and agree that the State protocol standard and architecture are based on industry-standard security protocols and manufacturer engaged at the time of contract execution. The State reserves the right to introduce a new protocol and architecture standard and require the Seller to comply with same in the event the industry introduces a more secure, robust protocol to replace IPSec/ESP and/or there is a change in the manufacturer engaged.

#### **ARTICLE 41 STATUTORY AUTHORITY**

By virtue of Section 25-53-21 of the Mississippi Code Annotated, as amended, the Executive Director of ITS is the purchasing and contracting agent for the State of Mississippi in the negotiation and execution of all contracts for the acquisition of information technology equipment, software, and services. The parties understand and agree that ITS as contracting agent is not responsible or liable for the performance or non-performance of any of Purchaser's or Seller's contractual obligations, financial or otherwise, contained within this Agreement.

## **ARTICLE 42CHANGE ORDER RATE AND PROCEDURE**

**42.1**It is understood that the State may, at any time, by a written order, make changes in the scope of the project. No changes in scope are to be conducted or performed by the Seller except by the express written approval of the State. The Seller shall be obligated to perform all changes requested by the Purchaser which have no price or schedule effect.

**42.2**The Seller shall have no obligation to proceed with any change that has a price or schedule effect until the parties have mutually agreed in writing thereto. Neither the State nor the Seller shall be obligated to execute such a change order; if no such change order is executed, the Seller shall not be obliged or authorized to perform services beyond the scope of this Agreement and the contract documents. All executed change orders shall be incorporated into previously defined deliverables.

**42.3**With respect to any change orders issued in accordance with this Article, the Seller shall be compensated for work performed under a change order according to the hourly change order rate specified in the attached Exhibit A, which is incorporated herein. If there is a service that is not defined in the change order rate, the Seller and the State will negotiate the rate. The Seller agrees that each change order rate shall be a “fully loaded” rate, that is, it includes the cost of all materials, travel expenses, per diem, and all other expenses and incidentals incurred by the Seller in the performance of the change order. The Seller shall invoice the Purchaser upon acceptance by the Purchaser of all work documented in the change order, and the Purchaser shall pay invoice amounts on the terms set forth in this Agreement.

**42.4**Upon agreement of the parties to enter into a change order, the parties will execute such a change order setting forth in reasonable detail the work to be performed thereunder, the revisions necessary to the specifications or performance schedules of any affected project work plan, and the estimated number of professional services hours that will be necessary to implement the work contemplated therein. The price of the work to be performed under any change order will be determined based upon the change order rate; however, the change order will be issued for a total fixed dollar amount and may not be exceeded regardless of the number of hours actually expended by the Seller to complete the work required by that change order. The project work plan will be revised as necessary.

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

**42.6**In the event the Seller and the State enter into a change order which increases or decreases the time required for the performance of any part of the work under this Agreement, the Seller

shall submit to the Purchaser a revised version of the project work plan clearly indicating all changes at least five (5) working days prior to implementing any such changes.

**42.7**The Purchaser shall promptly review all revised project work plans submitted under this Agreement and shall notify the Seller of its approval or disapproval, in whole or in part, of the proposed revisions, stating with particularity all grounds for any disapproval, within ten (10) working days of receiving the revisions from the Seller. If the Purchaser fails to respond in such time period or any extension thereof, the Purchaser shall be deemed to have approved the revised project work plan.

#### **ARTICLE 43RETAINAGE**

To secure the Seller's performance under this Agreement, the Seller agrees that the Purchaser shall hold back as retainage twenty-five percent (25%) of each amount payable, including amounts payable under Change Orders, under this Agreement subject to completion and final acceptance of all deliverables for each implementation phase. Upon successful completion of each phase, the Purchaser, in its sole discretion, may release five percent (5%) of the retainage that was held for that particular phase. In the event Purchaser elects to release the 5% at the completion of a phase, the remaining twenty percent (20%) retainage for the phase shall be retained until completion of the ninety (90) day post implementation support period following final system acceptance. The parties understand and agree that in the event the project schedule for a phase slips beyond the mutually agreed upon delivery dates, the Seller forfeits the retainage held to date.

#### **ARTICLE 44PERSONNEL ASSIGNMENT GUARANTEE**

Seller guarantees that the key personnel assigned to this project will remain a part of the project throughout the duration of the Agreement, as long as the key personnel are employed by the Seller and are not replaced by Seller pursuant to the third paragraph of the Article herein titled "Employment Status." Seller further agrees that the assigned key personnel will function in the capacity for which their services were acquired throughout the life of the Agreement, and any failure by Seller to so provide these persons shall entitle the State to terminate this Agreement for cause. Seller agrees to pay the Purchaser fifty percent (50%) of the total contract amount if any of the assigned key personnel is removed from the project prior to the ending date of the contract for reasons other than departure from Seller's employment or replacement by Seller pursuant to the third paragraph of the Article herein titled "Employment Status." Subject to the State's written approval, the Seller may substitute qualified persons in the event of the separation of the incumbents therein from employment with Seller or for other compelling reasons that are acceptable to the State and may assign additional staff to provide technical support to Purchaser. The replacement personnel shall have equal or greater ability, experience, and qualifications than the departing personnel and shall be subject to the prior written approval of the Purchaser. The

Seller shall not permanently divert any staff member from meeting work schedules developed and approved under this Agreement, unless approved in writing by the Purchaser. In the event of Seller personnel loss or redirection, the services performed by the Seller shall be uninterrupted and the Seller shall report in required status reports its efforts and progress in finding replacements and the effect of the absence of those personnel.

#### **ARTICLE 45 LIQUIDATED DAMAGES**

It is agreed by the parties hereto that time is of the essence and that in the event of a delay in the delivery and installation deadlines or delay in the satisfactory completion and acceptance of the services provided for herein, damage shall be sustained by Purchaser. In the event of a delay as described herein, Seller shall pay Purchaser, within five (5) calendar days from the date of receipt of notice, fixed and liquidated damages of one thousand dollars (\$1,000.00) per day for each calendar day of delay caused by Seller. Purchaser may offset amounts due it as liquidated damages against any monies due Seller under this Agreement. Purchaser will notify Seller in writing of any claim for liquidated damages pursuant hereto on or before the date Purchaser deducts such sums from money payable to Seller. Any liquidated damages assessed are in addition to and not in limitation of any other rights or remedies of Purchaser.

#### **ARTICLE 46 PERFORMANCE BOND**

As a condition precedent to the formation of this Agreement, the Seller must provide a performance bond as herein described. To secure the Seller's performance, the Seller shall procure, submit to the State with this executed Agreement, and maintain in effect at all times during the course of this Agreement a performance bond in the total amount of this Agreement. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the performance bond and shall identify a contact person to be notified in the event the State is required to take action against the bond. The term of the performance bond shall be concurrent with the term of this Agreement and shall not be released to Seller until all services required herein have been completed and accepted by Purchaser. The performance bond shall be procured at Seller's expense and be payable to the Mississippi State Department of Health. The cost of the bond may be invoiced to the Purchaser after project initiation only if itemized in the Seller's cost proposal and in the attached Exhibit A. Prior to approval of the performance bond, the State reserves the right to review the bond and require Seller to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by Seller. The bond must specifically refer to this Agreement and shall bind the surety to all of the terms and conditions of this Agreement. If the Agreement is terminated due to Seller's failure to comply with the terms thereof, Purchaser may claim against the performance bond.

#### **ARTICLE 47ESCROW OF SOURCE CODE**

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

**47.2**Provided that the Purchaser is not then in substantial default under this Agreement, the Seller shall provide to Purchaser, at no cost and within ten (10) calendar days after receipt of Purchaser's written request for it, one (1) complete copy of the data dictionary, documentation, object code, and source code used in the preparation of the software and custom modifications to the source code and object code as a result of this Agreement, brought up to date as of the date of delivery of such source code to Purchaser, upon the occurrence of any of the following events: (a) any or all material part of the source code or object code is generally made available, with or without additional cost, to other users of comparable software; or (b) the Seller's or the software manufacturer's cessation, for any reason, to do business; or (c) the Seller or the software manufacturer discontinues maintenance of the software; or (d) bankruptcy, receivership, insolvency, reorganization, dissolution, liquidation, or other similar proceedings are instituted by or against the Seller or the software manufacturer.

#### **ARTICLE 48MISSISSIPPI EMPLOYMENT PROTECTION ACT**

Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to

the State. Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Seller understands and agrees that any breach of these warranties may subject Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

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

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

**INSERT VENDOR NAME**

By: \_\_\_\_\_  
Authorized Signature

By: \_\_\_\_\_  
Authorized Signature

**Printed Name: David L. Litchliter**

**Printed Name:** \_\_\_\_\_

**Title: Executive Director**

**Title:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*RFP No.: 3558*  
*Exhibit A: Standard Contract*  
*Project No.: 37526*  
*Revised: 3/11/2008*

## **EXHIBIT A**