



North Carolina Department of Public Safety



Juvenile Justice and Delinquency Prevention

Roy Cooper, Governor
Eddie M. Buffalo, Jr., Secretary

William L. Lassiter, Deputy Secretary

MEMORANDUM

To: Chairs of the Joint Legislative Oversight Committee on Justice and Public Safety
Chairs of the Joint Legislative Oversight Committee on Health and Human Services
Fiscal Research Division

From: Eddie M. Buffalo, Secretary 
William L. Lassiter, Deputy Secretary 

Subject: Juvenile Justice Health Information Exchange Network Report

Date: April 1, 2023

Pursuant to S.L. 2002-71, 19D.2, no later than April 1, 2023, the Department of Public Safety shall report to the Joint Legislative Oversight Committee on Justice and Public Safety, the Joint Legislative Oversight Committee on Health and Human Services, and the Fiscal Research Division regarding the use of funds appropriated in this act to the Department of Public Safety, Division of Juvenile Justice and Delinquency Prevention, for the digitization of juvenile health records and the ongoing resources necessary to report digital health records to the Health Information Exchange network.

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Table of Contents

Introduction	3
Implementation	5
Implementation Methodology and Timetable	6
Ongoing Resources	8
Appendix A: Medicalistics Statement of Work	9
Appendix B: Medicalistics Overview	39
Appendix C: Medicalistics Response to RFP	71

Introduction

In the 2022 legislative session, the Department of Public Safety - Division of Juvenile Justice and Delinquency Prevention (DJJDP) received \$1,000,000 appropriated for the digitization of juvenile health records. A condition of the appropriation, as indicated in S.L. 2022-74 19D.2, is the requirement of a report, “no later than April 1, 2023”, to the “Joint Legislative Oversight Committee on Justice and Public Safety, the Joint Legislative Committee on Health and Human Services, and the Fiscal Research Division” that will describe “the use of funds appropriated in this act...for the digitization of juvenile health records and the ongoing resources necessary to report digital health records to the Health Information Exchange network.” This report is the fulfillment of this statutory mandate.

Brief History

North Carolina Health Information Exchange Authority

The North Carolina Health Information Exchange Authority (NC HIEA) was established in 2015 as a standalone entity with the North Carolina Department of Information Technology (NC DIT) to oversee the development and implementation of the state’s health information exchange (HIE) system, which is currently known as NC HealthConnex. The NC HIEA applied to services rendered to Medicaid beneficiaries and to other state-funded health care program beneficiaries. The established mandate of NC HIEA under 90-414.4 (a1, 1) is: *“The following providers of Medicaid services licensed to operate in the State that have an electronic health record system shall begin submitting, at a minimum, demographic, and clinical data by June 1, 2018:*

- a. Hospitals as defined in G.S. 131E-176(13).*
- b. Physicians licensed to practice under Article 1 of Chapter 90 of the General Statutes, except for licensed physicians whose primary area of practice is psychiatry.*
- c. Physician assistants as defined in 21 NCAC 32S.0201.*
- d. Nurse practitioners as defined in 21 NCAC 36.0801.”*

North Carolina Division of Juvenile Justice and Delinquency Prevention (NC-DJJDP) and NC HIEA

The Division of Juvenile Justice and Delinquency Prevention was granted an exemption from connecting to the HIE Network under G.S. 90-414.4 (a3) due to the Division not meeting the description of the mandatory providers and entities as listed above. Juveniles confined in a DJJDP secure custody facility receive medical and behavioral health services either in-house with either state employed or contracted individuals, or from an external community provider. In these settings, non-emergent care and prescription maintenance care are generally provided within the secure custody facility. However, conditions that require more complex diagnostic and emergency procedures are addressed by providers in the community and may qualify as Medicaid reimbursable.

The Division of Juvenile Justice and Delinquency Prevention is not a traditional healthcare service provider. The Division has never maintained electronic health records and has qualified as a voluntary contributor to the HIE Network in a same manner as local educational agencies. The legislative funding for the “digitization of juvenile health records” will, upon implementation of the record, move DJJDP into the category of a mandated entity to submit demographic and clinical data to the NC HIE Network as defined in G.S. 90-414.4 (a1, 2).

NC DJJDP Electronic Health Record Work Group

In April of 2021, DJJDP Director of Clinical Services and Programs was tasked to form a work group that would analyze the needs and feasibility of adapting an electronic health record for all DJJDP state-operated secure custody facilities in North Carolina. The workgroup was formed with a diversity of DJJDP employees including representatives from health/medical, behavioral health, DIT application services, community programs, legal, court services, and social work services. The first meeting of the workgroup was held in June 2021, meeting six (6) times to develop system requirements including integration with the NC Juvenile Online Information Network (NC-JOIN), review national standards and applicable statutes and guidelines including retention, view demonstrations of vendor programs, determine peer review process steps, and create implementation requirements that are responsive to user needs.

This work culminated in the submission of a proposal to include the development and implementation of a comprehensive electronic health record, which the legislature supported with a one-time \$1 million appropriation during the 2022 legislative session (S.L. 2022-74, Section 19D.2). The Department of Public Safety, Division of Juvenile Justice and Delinquency prevention is requesting \$269,010 for licenses and maintenance costs, recurring, to begin July 1, 2023.

Implementation

Following the passage of the funding, the Department of Public Safety began efforts to select, vet, and contract with a vendor. Medicalistics, LLC, is contracted with the DPS Section of Integrative Behavioral Health Systems (IBHS) to develop and implement an electronic health record. Given the current contract with Medicalistics, consideration of this vendor for the DJJDP project commenced with receiving confirmation from IBHS of the vendor's efficiency and effectiveness.

In September 2022, DJJDP met with the leadership of IBHS to review the Medicalistics EHR. The leadership of IBHS were able to demonstrate the functionality of the Medicalistics record and reported an overall very positive response from the record and the implementation team at Medicalistics.

Following this meeting, the executive leadership team of Medicalistics, LLC presented to DJJDP management (Appendix B). After additional follow up discussion between DJJDP management and the vendor, Medicalistics submitted a Statement of Work (Appendix C) for the comprehensive DJJDP electronic health record.

In October 2022, a requisition for the Medicalistics EHR was entered. At the time of this report the legal department of DIT is negotiating the legal terms of the user agreements with Medicalistics, LLC with the goal that an agreement will be met by April of 2023.

In anticipation of the signing of the contract, a DJJDP design team with both DIT and DJJDP staff has been staffed to formalize implementation needs, including integration with existing electronic systems.

Implementation Methodology and Timetable

Upon execution of the contract, the implementation timetable will begin. The proposed implementation methodology of Medicalistics is built on 7 phases: Initiation, Planning, Build, Testing, Transition, and Stabilization. DJJDP, DIT, and Medicalistics will closely collaborate during this process, which is projected to take 21-26 weeks from contract execution to full use.

Initiation

The project will begin in the Initiation phase. During this phase of the project, there will be a finalizing of the contract and beginning the client onboarding process. Key resources such as a Medicalistics Project Manager, and key DJJDP and DIT staff, are all identified and engaged at this time. The project plan is finalized and the kickoff call with all stakeholders is conducted. Medicalistics and DJJDP start to lay out the expectations along with a communication plan for the remainder of the project. This phase of the project will usually require 2-4 weeks.

Planning

During the Planning phase of the project, which overlaps with the Initiation phase, Medicalistics will hold regular status meetings with the identified DJJDP and DIT team. The project plan will be modified as needed ensuring that the implementation strategy is aligned with the stated goals of DJJDP. This phase starts the additional and specific kickoff calls and meetings required for workflow definitions, interfaces, and conversions. This phase also begins the execution and use of many project management tools including the risk management plan, spotlight reports, issues logs, and change control plans. The planning phase will continue through the duration of the project until project completion and turnover to Account Management.

Build

The Build phase of the project will begin upon completion of the various kickoff calls. During this phase, the installation of all products is completed, the configuration training is conducted, as is completion of all configuration and setup of the products. A system check is completed following the configuration/setup. Medicalistics will work on all interfaces and conversions. Due to the complexity that goes with conversions (access to data, format of data, potential customizations required), this phase can range from 8 weeks to 12 weeks. During this phase Medicalistics will also conduct workflow groups to isolate current and future state workflows. Following the project kickoff, Medicalistics will work with DJJDP to assemble the core project and subject matter expert teams. The Medicalistics team will work onsite with North Carolina DJJDP's project team, medical and behavioral health subject matter experts, and other clinical and records content experts to assess current workflow, identify potential customization requirements, and make recommendations. Analysis and future state recommendations will drive areas of need with regards to data migrations and other inputs and outputs (e.g., reports) to the entire EHR solution.

Testing

The next phase, Testing, focuses on testing the configuration of the system focused on system, clinical, and other configurations. Testing is integrated throughout the implementation plan directly following the completion of each element and will move to production readiness following documented approval.

Training

While testing is occurring, work begins on the Training phase. During this phase of the project, the focus will be working with end-users. Some training will begin earlier in the project such as pre-requisite basics sessions. Medicalistics will work with DJJDP early in the planning phase to layout a training plan that is most suitable for the end-users. All end-user training is roll-based and may consist of several sessions per end-user role. The in-person training, if deemed appropriate, will be scheduled to occur very close to the cutover and Go Live of the EHR system. With planning and execution, this phase will last approximately 3 weeks.

Transition

During the Transition plan, Medicalistics will begin to run through a series of system audits with the DJJDP team. These audits, ensure the system and the DJJDP team are fully ready for the Pilot and Go Live or the actual “transition” to the new EHR system. Medicalistics will also work to layout a transition plan which will include both a controlled Pilot and Go Live plan. The Pilot will take place in the production environment with a limited subset of users. Additional time will be factored into the plan to account for an evaluation of the pilot, modifications of the system, and final approval to proceed to Go Live. During this phase, Medicalistics will perform the final conversion to the production environment. Medicalistics will have implementation consultants onsite to provide Go Live coaching for DJJDP’s Pilot and Go Live. The Transition phase all together will run 4-5 weeks.

Stabilization

Our final phase of the project, Stabilization, is geared towards stabilizing the environment through a series of post-Go Live audits, post-Go Live onsite visits to ensure the adoption of the solution and provide additional tips and tricks for successfully using the system and improving user satisfaction, advanced training, and ultimately a project closure and client hand-off to Medicalistics’ Account Management team. This final phase of the project is expected to last 4-5 weeks.

Ongoing Resources

All comprehensive Electronic Health Record providers require annual maintenance and licensure costs. The funding approved in S.L. 2022-74 provided for the initial year of purchasing and implementation of the comprehensive electronic health record. As indicated in the Medicalistics Statement of Work (Appendix A, pg. 27), the reoccurring cost for the Hosted Perpetual Licensed Configuration model (covering the ongoing help desk, licensee, implementation costs) is \$269,009.86. The Division of Juvenile Justice has requested reoccurring funding of \$269,010 to cover the associated costs of this record implementation and maintenance.

Appendix A: Medicalistics Statement of Work



Statement of Work

Prepared for

North Carolina Juvenile Justice



Table of Contents

Executive Summary	2
Implementation	6
Vendor Services, Support the Implementation of Procured EHR.....	8
Project Management Methodology	8
Implementation Team	10
Medicalistix Roles and Responsibilities	10
Project Management Resource	10
Implementation Specialists.....	11
Technical Services	11
Interface Implementation Analyst	11
Technical Consulting Services	12
Quality Assurance Resources	12
System Configuration/Design/Development	12
Testing	12
Training Overview	13
Transition	17
Functionality.....	17
Medicalistix eZmar.....	17
NextGen Practice Management- Handling Patient Registration, Scheduling with ease	18
NextGen Document Management System – supporting both Clinical and Management areas with scanned or imported images	19
NextGen Patient Portal	19
NextGen Virtual Visits	19
NextGen Mobile	20
Healthworks Analytics (HWA)	20
Description of Ancillary Technical Services Project Components.....	21
Lab Interface	21
Multi-Directional NC Join Interface	21
Multi-Directional Pharmacy Interface	22
Risks.....	22
Additional vendor services also included in this solicitation are:.....	22
Application Hosting	22



Disaster Recovery and Business Continuity	22
Software Maintenance	23
Helpdesk Support	23
Attachment A: Project Plan	24
Pricing Options.....	25

Executive Summary

Medicalistics LLC is excited by the opportunity to forge a long-term partnership with North Carolina Juvenile Justice and become your health care technology provider. The Medicalistics' solution includes our subject matter expertise and implementation services along with our award-winning software - Nextgen Healthcare Enterprise EHR.

Medicalistics is experienced. We have successfully implemented our software solution in multiple State and County public health environments. Additionally, Medicalistics and Nextgen are corrections implementation leaders. We partner closely to provide the correctional community with the best of technology and professional services – having served more than 145 prison and jail facilities and over 5000 correctional healthcare providers to improve healthcare every day.

NextGen Healthcare is the only technology solution that provides a single database solution for all three pillars of healthcare needed for correctional care (Medical, Behavioral Health and Dental) and carries ONC certification and annual CCHIT/MU certification in all three.

We partner with the best technology companies in the healthcare space including Amazon Web Services, Mirth and CareQuality to provide a high-level technology platform.

Medicalistics' solution will include:

- Nextgen Enterprise EHR - Award-winning Electronic Health Records Solution
- NextGen Enterprise PM – Scheduling and Management of Medicaid Billing
- Document Management – Convert paper records to electronic documents
- Healthworks Analytics Platform (HWA™) - Compliance Analytics
- eZmar - Electronic Medication Administration Record
- Supporting Interfaces and interoperability
- AWS – Cloud Infrastructure used to support the Nextgen HER

Goals/Objectives: Our objective is to partner with your team to provide a solution for North Carolina Juvenile Justice that will demonstrate its value by focusing on the business objectives:

- Lower operational costs

- Decrease time to the information
- Increase ability to make proactive decisions
- Flexibility and scalability for future growth
- Interoperability with community and other state health organizations
- Lower cost of training
- Decrease errors
- Decrease contract penalties or manage consent decrees

To assist you in this endeavor, we have compiled the following sampling of distinguishing qualities that set the NextGen solution apart.

- **Leveraging Standard & Proven Technology:** NextGen understands the value of using technology to effectively scale the organization both from an organic and inorganic approach.
- **Highly Flexible Solution:** NextGen provides a foundation that supports optimized workflows now and in the future as your needs change.
- **Experience Working with Large and Sophisticated Clients:** Medicalistix has extensive experience deploying solutions for healthcare networks with complexity levels and transaction volumes similar to North Carolina Juvenile Justice. We know the unique challenges of implementing and training a large user base, and we will leverage Medicalistix' experience to make NC Juvenile Justice project a success.
- **Advantages of a Fully Integrated Product:** The NextGen Practice Management and Ambulatory EHR suite is fully integrated into a single application running on a single database. This reduces the total cost of ownership (TCO) through numerous benefits such as:
 - o Administration – User logins, permissions and other details only need to be performed once for all applications.
 - o Setup – Because there is one single database, setup for tables only needs to be done once. This also eliminates the errors and headaches caused by incongruence in tables that occur in ordinary systems that connect their programs using interfaces.
 - o Interface Issues –Interface issues are avoided by being integrated. A short list might include table incongruence, data overwrites, crosswalk table maintenance and issues associated with the integrity of the interface as each system is updated independently.
 - o Single Sign-on – Users only need to sign on once – greatly improving the user experience.
 - o Context – Because the system is integrated, as the user passes through all the aspects of the system workflow, NextGen knows the patient,

encounter, and transaction that the user wants, improving the user experience.

- o Document Imaging - Document imaging, scanning, and management software which stores and manages all scanned documents is accessible through all system modules.
- **Built for the Enterprise:** NextGen was designed for large health enterprises that may have unique organizational structures. The NextGen Enterprise design will substantially simplify and speed the setup and administration of NC Juvenile Justice locations while providing easier support and maintenance for centralized operations.
- **End to End Reporting and Organizational Management Tools:** Extensive NextGen report writing capabilities, combined with built-in productivity tools, provide NC Juvenile Justice the ability to effectively manage all aspects of your operations. Easy-to-use management tools eliminate the need to learn complex, third-party ad-hoc report writers. System users can report on every discrete data captured throughout the entire NC Juvenile Justice workflow, including those new data points you add as your company grows and your needs change.
- **Enterprise Workflow Management:** The NextGen Worklog Manager enables NC Juvenile Justice to establish organization-specific processes and have the system enable these workflows by guiding users through 1.) What to do, 2.) When to do it and 3.) How to do it (the instructions are embedded in the task). Most importantly, Worklog Manager supports productivity reporting and analysis by measuring whether the process was completed, and how long it took. This enables NC Juvenile Justice to look at operational performance to determine how well the clinicians are doing and where improvements can be made.

Medicalistics will bring a strong, highly skilled technical team with many years of corrections, behavioral health, and integrated healthcare experience to collaborate with NC Juvenile Justice regarding the implementation of the proposed solution. At Medicalistics, success is measured by our client's adoption of the software. Our processes, while adaptable, are focused on training and enabling our customers to be self-sufficient. Our Subject Matter Experts will guide the Installation, Implementation, Education and Training, the on-site Go Live and Post Go-Live.

. Our methodology will include:

- Comprehensive project management
- "White-Glove" Implementation with our team partnering to make your project succeed
- Analyzing your current workflow to create efficiencies and incorporate your desired standards of care
- End-user Trainer Methodology
- Overall responsibility for the project



- Implementing and leveraging communications tools/mediums to raise organizational awareness, increase user readiness and provide project transparency among the project members and stakeholders
- Providing tools and techniques to increase quality and competency of the client team
- Post Go Live Optimization and Continued Training to enable your team to use the system effectively and efficiently after implementation



Implementation

Medicalistix' standard implementation of the NextGen EHR/EPM (Electronic Health Record/Enterprise Practice Management) solution can range in duration from 4 months to 8 months depending on the implementation type, services offered, and extended post Go Live support required. Medicalistix has developed implementation methodologies that adapt to our clients' needs and capabilities ranging from our client driven LMS (Learning Management System) training, to a more engaged Train the Trainer model, and our full-service training and implementation model which we often refer to as our White Glove service. Our methodologies have all proven to be successful but each very different in duration, balance of client vs Medicalistix responsibilities, and cost. Given what we know about North Carolina Juvenile Justice, your locations, and total users, we are proposing a White Glove service model. With this model, Medicalistix will teach your team how to setup and configure the NextGen system to the specific requirements identified during the configuration training session, conduct workflow and gap analysis sessions and provide training to all end-users.

Our implementation methodology is built around 7 phases: Initiation, Planning, Build, Testing, Training, Transition, and Stabilization.

Our projects begin in the Initiation phase. During this phase of the project, we are finalizing the contract and beginning the client onboarding process. Key resources such as our Project Manager, and your key staff, are all identified and engaged at this time. The project plan is finalized and the kickoff call with all stakeholders is conducted. We start to lay out the expectations along with our communication plan for the remainder of the project. This phase of the project will usually require 2-4 weeks.

During the Planning phase of the project, which overlaps with the Initiation phase, we hold regular status meetings with the key North Carolina team. We continue to discuss and modify the project plan as needed ensuring that the implementation strategy is aligned with your goals. This phase starts the additional and specific kickoff calls and meetings required for workflow flow definitions, interfaces, and conversions. This phase also begins the execution and use of many project management tools including the risk management plan, stoplight reports, issues logs, and change control plans to name a few. The planning phase will continue thru the duration of the project until project completion and turnover to Account Management. Upon completion of the various kickoff calls, we start the Build phase of the project. During this phase, we complete the installation of all products, conduct the configuration training, and complete all configuration and setup of the products. A system check is also completed following the configuration/setup. We also execute work on all interfaces and conversions.



Due to the complexity that goes with conversions (access to data, format of data, potential customizations required), this phase can range from 8 weeks to 12 weeks. During this phase we will also conduct workflow groups to isolate current and future state workflows. Imperative to the overall success of the North Carolina Juvenile project is for both teams to focus strongly on discovery and workflow analysis at the onset of the project. Following the project kickoff, we will work with North Carolina Juvenile to assemble your core project and subject matter expert teams. The Medicalistix team will work onsite with North Carolina Juvenile's project team, medical and behavioral health subject matter experts, and other clinical content experts to assess your current state workflow across all disciplines, identify potential customization requirements, and make recommendations thru our carefully articulated future state deliverable. We provide a thorough and highly interactive discovery focused on your current state workflows and work with your team to create and refine your future state all while driving optimal performance and efficiency gains. This is done thru a series of preliminary discovery forms and onsite meeting, interviews, and workshops all led by the Medicalistix team. This analysis and future state recommendations will also drive areas of need with regards to data migrations and other inputs and outputs (such as reports) to your entire EHR solution.

Outcomes of the upfront assessment and workflow analysis may yield changes required impacting the scope of the project or timeline. Such potential changes will be reviewed by a Change Control board and if approved, reflected in the project plan

Our next phase, Testing, focuses on testing the configuration of the system focused on system, clinical, and other configurations. Testing is integrated throughout the implementation plan directly following the completion of each element and will move to production readiness state following the client sign off of each item.

While testing is occurring, we start work on the Training phase. During this phase of the project, our focus will be working with your end-users. Some training will begin earlier in the project such as pre-requisite basics sessions which will all be conducted using Medicalistix' LMS system. We will work with North Carolina Juvenile early in the planning phase to layout a training plan that is most suitable for your end-users. All end-user training is roll based and may consist of several sessions per end-user role. Our in-person training, if deemed appropriate, will be scheduled to occur very close to the cutover and Go Live of your NextGen EHR/EPM system. With planning and execution, this phase will last approximately 3 weeks. During our Transition plan, we begin to run thru a series of system audits with your team. These audits, ensure the system and your team are fully ready for the Pilot and Go Live or the actual "transition" to your new EHR/EPM system. We will also work with your team, much like we did with the training plan, to layout a transition plan which will include both a



controlled Pilot and Go Live plan. The Pilot will take place in your production environment with a limited subset of users. Additional time will be factored into the plan to account for an evaluation of the Pilot, tweaks and tuning of the system, and final approval to proceed to Go Live. During this phase, will perform the final conversion to the production environment and cutover to your new system as part of your production Go Live. Medicalistix will have highly skilled implementation consultants onsite to provide Go Live coaching for North Carolina Juvenile's Pilot and Go Live. The Transition phase all together will run 4-5 weeks.

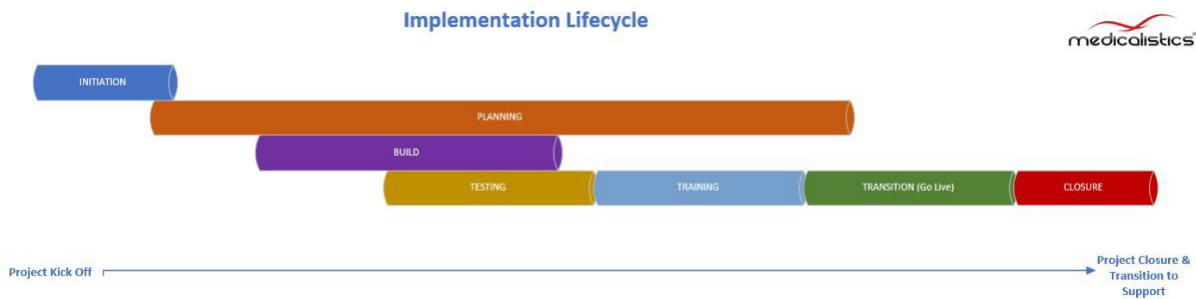
Our final phase of the project, Stabilization, is geared towards just that...stabilizing your environment thru a series of post Go Live audits, Post Go live onsite visits to ensure the adoption of the solution and provide additional tips and tricks for successfully using the system and improving user satisfaction, advanced training, and ultimately a project closure and client hand-off to Medicalistix' Account Management team. This final phase of the project is expected to last 4-5 weeks.

Please see a sample Project Plan in Attachment A.

Vendor Services, Support the Implementation of Procured EHR

Project Management Methodology

Medicalistix implementation methodology is a hybrid solution between waterfall and agile approaches. Using these components has allowed us to create detailed client specific project plans that address multiple tracks. Our process includes the project phase lifecycle depicted below. Our plans begin together from the initiation phase and break into 3 primary tracks at the build phase. These three phases have proven very successful in deploying our solution as the three tracks typically engage different project resources and the teams come back together for the transition phase.



This methodology is built on documentation and communication starting with our implementation playbook that is completed by the Project Manager during the initiation phase. This playbook along with other project documents, status reports and meeting minutes will be posted to a Project site that we will host with the client having full read and write access to the information. The playbook is the foundation of the project management methodology and is a living document through the implementation. The playbook consists of many items such as:

- Client Profile
- Contact List
- Communication Plan
- Database Utilization Plan
- Prosci (Change Management) Assessment
- Access Request Log – for ensuring proper steps are followed to grant Medicalistics team members access to the client’s environments
- Project Milestone Tracker
- Risk Register
- Assumptions Log
- Change Control Log
- Lessons learned Log

Contact list – allows for tracking project resources on the Medicalistics and client side for early identification of their role in the implementation, responsibilities, and contact information for easy access throughout the project.

The contact list also depicts letters for each project resources responsibility level for components of the project. These roles include the break down below and client specific roles are often added during the initiation phase.



Role	Legend	Definition of Role
Owner	O	The Owner is ultimately responsible for the successful completion of the specified area. The buck stops here.
PM	P	The Project Manager (PM) is responsible for ensuring all work efforts in the specified area are defined, communicated, assigned, and completed by members of the project team.
Clinic SME	C	The Clinic SME is the designated clinic operations-focused subject matter expert whose knowledge and guidance we will use to lead us in the design and decision-making of work and information flow that directly impact clinic operations. The Clinic SME is that person who can tell us if the technical and functional design ideas being considered are valid and will work when put into practice at the clinic. They are the proof in the pudding.
Technical SME/IT	T	The Technical SME/IT is the designated technical lead responsible for providing detailed technical guidance on exactly how we can technically achieve the functional specifications.
Documenter	D	The Documenter is responsible to ensuring all necessary documentation in their specified area is completed timely and communicated or shared with appropriate parties.
Trainer	R	The Trainer is responsible for developing and delivering all necessary training materials. This person is expected to work closely with the clinical SMEs and testers to get very familiar with the system and all that needs to be trained.
Tester	Q	The Tester is responsible for creating functional test plans, validating test plans with clinical SMEs, executing testing, delivering test plan results to the team, and obtaining approval of completeness of tests.
Project Lead	L	The Project Lead is the overarching lead project manager over all other project managers in the specified area. They are the top-level point PM for their specified area to ensure the work efforts are completed timely and communicated to the project team.
BA	B	The Business Analyst is responsible for working with the business, clinics, and operational teams to ensure all functional specs of the system are met and impacts to the business are considered and any questions or issues are documented and brought to the attention of the appropriate persons for resolution.
Data Analyst	A	The Data Analyst is responsible for dissecting data in their specified area and provided the necessary feedback to the team to facilitate appropriate decision making.
Developer	DV	The Developer is responsible for creating the templates, applications, interfaces or other coding

Project Milestone Tracker gives a high-level overview of the critical path project items and their status for review and management by the Project Manager, Client project Team and Executive team.

Risk Register allows for a comprehensive tracking list of Project risks identified throughout the project. Active risks are also depicted on the weekly status reports that are shared by the Project Manager.

Change Control log is a log that tracks any change requests or out of scope items identified throughout the project and their status. Change request items do follow a defined workflow and require a change request form to be completed and approved by the Client and Medicalistics.

In addition to the Implementation playbook, your Project Manager will also complete meeting minutes after each call and weekly project status reports that outline the project health including budget, scope, timeline, hours burn down, current, and upcoming tasks, risks and project timeline projections.

Implementation Team

Medicalistics Roles and Responsibilities

Project Management Resource

Medicalistics assigns a Project Manager who will direct the entire implementation process, including the Pre-Implementation Meeting, installation of hardware and software, all Interfaces, training sessions and “Go-Live.” Project Managers deploy all Medicalistics & NextGen products. They are well versed in the use of project management tools as well as planning,



communications, risk, time, scope, cost and change management. NextGen Project Managers all have multiple years' experience in leading complex Healthcare IT projects.

Implementation Specialists

Medicalistix has training resources to assist with training needs. These resources are experts in workflow, product training, Go-Live support, and Post Go-Live support. They provide their services at NextGen Training Centers, remotely, via WebEx® and on-site at client locations. Implementation Specialists are all NextGen Certified Professionals.

Technical Services

Your assigned Technical Services analyst will be responsible for the NextGen® software installation. Technicians are able to speak to or address the following technical topics:

- Installing various Microsoft® operating systems and current versions approved by NextGen Healthcare QA
- Basic Active Directory requirements/Networking
- General hardware configurations, memory, CPU's, disk configurations
- Microsoft SQL Server® and how it relates to NextGen Healthcare and versions approved by NextGen Healthcare QA
- Terminal Services/Citrix® and how it relates to NextGen Healthcare and other requirements, such as Printer and Scanner support
- SAN and RAID Levels required for NextGen Healthcare Products databases and Image storage
- Basic Server Rooms, Power Requirements, Air Conditions, Security
- Hardware/Software Specifications for Interfaces
- All server roles as they relate to NextGen Healthcare's architected requirements: Database Server, Image Server, Database Test Server, Report Server, Interface Server, HIE Server, Terminal Servers/Citrix, Clusters, Test Servers, Switches, Racks, KVM, Modems, Redundancy
- Printers, Scanners, Signature Pads, Label Printers

Interface Implementation Analyst

Your assigned Interface Implementation Analyst will be a dedicated point of contact for the implementation of all HL7 and API related Interfaces defined in the contract. They will also provide the following services:

- Install and configure Rosetta-based HL7 Interfaces.
- Install and configure API Interfaces
- Assist client with setup of File Maintenance for Interface use.
- Assist client with functionality testing of Rosetta
- Troubleshoot Rosetta and HL7 issues.
- Troubleshoot API issues.



- Escalate Interface related issues appropriately
- Move Interfaces to production after successful testing.

Technical Consulting Services

Your assigned Consulting Services team member will assist in the successful configuration of the data elements outlined in your contract. They also provide the following services:

- Analyze and identify complex customer's software requirements.
- Write, translate, and code software programs and applications according to specifications.
- Develop related project plans and associated communications documents.
- Estimate the resources and participants needed to achieve project goals.
- Install software products for end-users as required.
- Provide consulting advice to clients.
- Document all analysis and actions.

Quality Assurance Resources

QA team members understand existing workflows and provide guidance on NextGen Best Practice workflows to ensure thorough integration, end-to-end, and disaster recovery testing

- Develop Test Cases and Scripts to cover in-scope features
- Execute functional testing iterative throughout development process and log any issues as defects, following Is BCHP's designed defect logging processes and standards

System Configuration/Design/Development

Our configuration approach starts with the discovery document being completed either remotely or onsite depending on the agreed upon implementation. We will then schedule System Configuration Training (SCT) onsite, and through the Learning Management System (LMS) where we will train your staff on all the configuration components. We will complete the configuration for all received information while we train the team so that they are able to understand the use and maintain that configuration going forward. System Configuration training covers the setup and administration of the NextGen systems including preferences, libraries, master files, insurance files, provider files, procedure lists, problem lists, security administration, and more.

Testing

One of the four environments we set up for all clients is the Test environment. This is used extensively during implementation and continues to be used later, by the client, during upgrade cycles. Significant efforts are made between you and Medicalistix to perform iterative integration, system, and user acceptance testing throughout those portions of the project. The project plan will detail these testing cycles and roles/responsibilities. Most of the testing occurs during the specific phases of the project dedicated to data migration, interfaces, etc. and does not add additional time as separate phases; however, we highly recommend all clients to incorporate a mock go live into their timeline. A mock go-live is a component of our best practice



recommendations and is used primarily to flush out any workflow issues while at the same time identifying potential performance or benchmarking issues that could otherwise cause significant issues with a Go Live. We like to run the Mock go live for approximately one week and allow an additional week for changes and performance tuning.

Training Overview

Users are trained using adult learning techniques and a combination of a learning management system, remote learning with a “live” trainer, and on-site training.

Our training method is another of the areas that Medicalistics views as a significant differentiator among its competitors. The goal is to ensure that the client’s users have a very good understanding of, and are comfortable with, the NextGen system before their facility goes live. We then provide experts to facilitate adoption and assist users for the first few days they are using the system.

Training is one of the most challenging components of the implementation. Medicalistics has developed a specific methodology to allow all users at each facility to receive comprehensive training while the facility continues to provide the normal level of care for that facility. The Medicalistics project manager will work with the site administrator for each facility to educate them on the enrollment and training process and ensure that all provisions necessary to schedule and execute user training are fully understood well before the training events.

We will start by training the Client Core Team on how to build, configure and maintenance of the database (System Configuration Training). Once the database build has been completed, we will continue training the Client Core Team on the application functionality (Core Group training). Ancillary products specific to the Client contract will be scheduled and trained via GoToMeeting, pre-recorded videos from Medicalistics Library, and NextGen e-Learning videos. A Medicalistics trainer will also work with you to help develop End-User Schedules and Training Plans. Help will also be provided to develop documentation for client-specific workflows.

Training Course Descriptions

Technical Overview

During the Project, NextGen Healthcare technical personnel will also provide your staff with an overview of the technical aspects and processes relating to the NextGen® system. For example, some of the topics that are covered include client/server fundamentals, backups, database concepts, scripts, versions, SQL Server, database, technical troubleshooting, query tool usage and the NextGen Healthcare support organization.



System Configuration Training

System Configuration training covers the setup and administration of the NextGen® systems—including preferences, libraries, master files, insurance files, provider files, procedure lists, problem lists, security administration and more. NextGen Healthcare will provide onsite System Configuration Training to assist your Core Team in planning and decision making.

NextGen Practice Management System Configuration Training

Course Objective:

- Introduction to System Applications
- File Maintenance and Table Set-up
- User Security Access Rights

Target Audience:

- Client Project Manager
- Core Team Members (Decision Makers)
- Key Scheduling/Front Desk and Billing Personnel

Prerequisites:

- Understanding of Practice Workflow
- Knowledge of the Practice's Scheduling/Front Desk and Billing Requirements
- All SCT eLearning Courses completed prior to training

Course Name	Course Length	Onsite (Yes or No)
PM System Configuration (SCT)	24 Hours	Yes

NextGen Ambulatory EHR Configuration Training

Course Objective:

- Introduction to System Applications
- File Maintenance and Table Set-up
- User Security Access Rights

Target Audience:

- Client Project Manager
- NextGen Ambulatory EHR Core Team Members (Decision Makers)
- Key Scheduling/Front Desk/Medical Records and Clinical Personnel

Prerequisites:

- Understanding of Practice Workflow
- Knowledge of Practice Clinical Processes, Charting and Coding Requirements



- All NextGen Ambulatory EHR System Configuration eLearning Courses completed prior to training

Course Name	Course Length	Onsite (Yes or No)
EHR System Configuration (SCT)	24 Hours	Yes

Core Group Training

Core Group Training covers the day-to-day processes of using the NextGen systems—scheduling, posting charges/payments, statements, claims, collections, reporting (where applicable), patient encounters via electronic health records and more. With our “train-the-trainer” methodology, your core group of users will learn these processes in detail to conduct training sessions with your end-users.

NextGen Practice Management Core Group Training

Course Objective:

Application Functionality: User Preferences, Lookup and Registration, Appointment Scheduling, Check-in,

Checkout, Charges, Patient Transactions, End of Day, Billing and Claims (where applicable), Statements, NextGen Practice Management Chart and Case Management.

Reporting: Appointments, Daily Charges and Transactions

Target Audience:

- Client Project Manager
- Practice Management Core Team Members (Decision Makers)
- Key Scheduling/Front Desk and Billing Personnel

Prerequisites:

- Understanding of Practice Workflow
- Knowledge of Practice Scheduling and Billing and Requirements
- Completion of SCT Training Session
- All NextGen Practice Management Core eLearning Courses completed prior to training

Course Name	Course Length	Onsite (Yes or No)
PM Core Group Training (CGT)	24 Hours	Yes

NextGen Ambulatory EHR Core Group Training

Course Objective:

Application Functionality: User Preferences, Entering Clinical Data: Clinical Staff, Providers, Follow-up Visits, Telephone Calls, Chart Abstraction, Tasking, System/Practice Templates, Quick Visits, Reporting



Target Audience:

- Client Project Manager
- NextGen Ambulatory EHR Core Team Members (Decision Makers)
- Key Scheduling/Front Desk/Medical Records and Clinical Personnel

Prerequisites:

- Understanding of Practice Workflow
- Knowledge of Practice Clinical Processes, Charting and Coding Requirements
- Completion of Ambulatory EHR Configuration Training Session
- All NextGen Ambulatory EHR Core eLearning Courses completed prior to training

Course Name	Course Length	Onsite (Yes or No)
EHR Core Group Training (CGT)	32 Hours	Yes

NextGen Ambulatory EHR Template Editor and Document Builder

Course Objective:

Designed to give NextGen Ambulatory EHR users the knowledge needed to create configurations to the existing NextGen KBM. Basic to advanced application functionality for both Template Editor and Document Builder.

Target Audience:

- Core Team Members
- Template Developers
- NextGen Ambulatory EHR users who will learn the basic skills needed to make minor configurations to the existing NextGen KBM or simple custom templates to be incorporated into their current workflow.

Prerequisites:

- Basic understanding of NextGen Ambulatory EHR Table structure
- Completion of SCT, (or Ambulatory EHR DWS) and Ambulatory EHR CGT
- Must have knowledge of how the NextGen KBM is used in their own practice's day to day workflow
- Completion of eLearning courses for SCT (or Ambulatory EHR DWS) and Ambulatory EHR CGT
- This course also serves as the prerequisite for the Expert Template Editor and Document Builder Training

Course Name	Course Length	Onsite (Yes or No)
-------------	---------------	--------------------

Template Editor/Document Builder Training	40 Hours	Yes
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Transition

Following the Go live of the proposed solution, we will continue to monitor your system and conduct additional onsite visits to ensure the users are successfully adopting the solution and remind them of tips and tricks to improve their usability of the software. During this time, we will lead your team through a stabilization period where all open issues are addressed, and your team will be transitioned to support.

During the support transition we will set your team up to open tickets through our support portal and assign you an Account Manager. This Account Manager will be introduced on some of the final status calls and will become your direct contact for the duration of your partnership with Medicalistix. The Account Manager will meet with your regularly both remotely and in person to ensure your business objectives are met by the system, keep you aware of updates available to the system, and industry trends or grant possibilities relevant to your organization. The Account Manager will assist you with post Go-Live optimization by organizing additional training for your team as you adopt the system. Your team will also have access to virtual lunch and learn sessions provided by Medicalistix to help keep your team current on system changes and capabilities, upcoming features, and onboarding new staff.

Functionality

The certified EHR system NC Juvenile Justice desires will provide an integrated enterprise-wide solution for the Juvenile Justice Systems' clinical services. The scope of desired solution functionality will include:

- Registration
- Scheduling
- Health Information Management
- Clinical Documentation and Assessment
- Treatment Planning
- Order Management
- Interfaces (NC-Join, Labs, and pharmacy)
- Electronic Medication Administration Record (eMAR)
- Integration with existing Pharmacy Management System
- Case Management
- Reporting and Analytics
- Integration with CareQuality

Medicalistix eZmar

Our electronic medication administration record solution, eZmar, is designed specifically to address the unique demands of corrections. Through pill calls, eZmar can track the medications administered to patients. Data elements tracked include all medications prescribed through the



NextGen solution (both prescription and non-prescription), dosage administered, date, time and administration personnel, and refusals. Bar code readers are supported to provide a streamlined user experience and faster administrations. Individual records are maintained with medication, dosage, route, time/date and administrator. eZmar includes photographic recognition allergy, and alert information to ensure accurate medication administrations. For each patient, medication, and pill call, eZmar generates a graphical monthly administration history showing administered, issued, missed, pending, and refused status. This record is then tied to the patient's record in the EHR.

NextGen Practice Management- Handling Patient Registration, Scheduling with ease

To survive in today's demanding healthcare climate, Corrections organizations need to accomplish more, in less time, with less overhead. Our practice management solution, NextGen Enterprise PM, reduces time-consuming tasks and facilitates data sharing. Patient satisfaction improves with our streamlined patient scheduling and registration processes.

Organizations can make better decisions using our on-target business intelligence. Our solution helps you achieve your business goals more quickly and easily, while freeing you to refocus on patients. NextGen PM helps Streamline scheduling practices such as:

- Connect multiple locations with centralized and flexible appointment booking tools, configured to physician calendar needs.
- Scheduling flexibility allowing our clients to define the schedules by location, visit type and resource.
- Out of the box reporting specific to corrections such as call out reports and scheduling conflict management with your Jail Management System.

NextGen PM helps you make informed decisions. Our comprehensive, highly configurable reporting options enable you to:

- Leverage line-item-level drill-down capabilities within interactive reports.
- Track your enterprise-wide performance and monitor workflow and user productivity.
- Easily print, save, and export any report to ASCII, Microsoft Excel, or HTML standard formats.
- Easily generate and deliver automatic daily, weekly, and month-end reports, and spend less time aggregating information.
- Gain powerful insights and eliminate guesswork by showing underperforming areas.



NextGen Document Management System – supporting both Clinical and Management areas with scanned or imported images

NextGen Document Management System supports Patient care by associating scanned documents such as consent forms to the patient information. Additionally, diagnostic reports, medical records and other documents can be scanned, reviewed and signed off by the clinical provider.

- Manage Incoming Paper
- Configure Indexes and Categories
- Access scanned documents from any application
- Digital review and sign-off via tasking or Provider Approval Queue

NextGen Patient Portal

The NextGen Patient Portal supports functional areas by allowing patients to access information via computer or cell phone. Patient can:

- Communicate with the provider(s)
- Share Health information
- Request Refills
- See Test and Lab Results
- Make appointments and receive appointment reminders

NextGen Virtual Visits

NextGen integrated virtual visits solution offers providers the ability to see their patients virtually in real-time on any device. All the patient needs is a web enabled device with camera and microphone. Providers can share screens, pass documents, and chat with patients all within the virtual visit.

Virtual visits can be used for various visit types such as medication refill, Urgent care, specialty visits, and chronic disease management. Virtual visits can:

- **Reduce the spread of infectious disease (COVID-19 or Flu season)**
- **Increase provider efficiency**
- **Increase patient satisfaction**

With the convenience of virtual visits, all this and more can be done from any device:

- **Manage and refill medications**
- **Review lab results, x-rays, and ultrasounds**

- **Improve accessibility for patients w/limited mobility; or hard-to-reach areas**
- **Expand patient care to after-hours**
- **Enhance chronic care management**
- **Meet state-mandated virtual coverage**
- **Improve efficiency and optimize costs**

NextGen Mobile

NextGen Mobile allows users of Apple iPad, iPhone, and other devices to remotely access and update patient data in NextGen Ambulatory EHR, including demographics, medications, allergies, diagnoses, procedures, documents, images, lab results, appointments, tasks and more.

NextGen Mobile enables providers and care givers to complete high-impact workflows that apply to inside and outside the office, specific to clinical documentation, e-prescribing, scheduling, and secure communication. NextGen Mobile delivers high functioning end-to-end capabilities such as clinical image capture and voice-enabled documentation, as well as advanced virtual scribe and team- based care coordination through secure texting and collaboration.

Key Features:

- **Update clinical data through mobile device**
- **Provide secure communications**
- **Capture secure images**
- **ePrescribe from mobile device**
- **eSign document from mobile device**

Healthworks Analytics (HWA)

The Healthworks Analytics (HWA™) platform provides actionable information to improve outcomes and compliance. All your disparate data sources are consolidated and expressed visually so you can easily identify patterns and insights not typically found through traditional analysis

HWA strengthens your decision-making by providing insight unavailable elsewhere. Our analytics platform sifts through your sea of data and provides visual nexuses into individual-, micro-, and macro-data biomes. This knowledge can then be used within your tools, or our Case Management and Grant Management tools.

Features:

- Risk-adjusted performance analysis
- Configurable quality measures Interactive multi-level drill down
- Alerts based on risks and activities Comprehensive program analysis
Utilization analysis

To enable you to:

- Measure right-time performance
- Identify and document client touchpoints
- View risk and productivity against strategy and goals
- Build client cohorts
- Link clients to social programs and external assistance
- Monitor and adjust risk metrics and encounters across multiple determinants of health

Additional platform features and capabilities:

- A cloud-based, scalable, and secure web interface
- User-specific dashboards and key performance indicators
- Alerts and risk adjustments based on encounter activity, team feedback, and extensive screening and assessment tools and integration
- Risk-adjusted physician performance against program-defined quality measures

Right-time data integration with multiple sources:

- Electronic Medical Records
- Case Management Assessment Inventories
- Jail Management Systems
- Behavioral Health Systems
- Many more

Description of Ancillary Technical Services Project Components

Lab Interface

There is a need for 2 lab interfaces to support the functionality of the system and utilization by NC Juvenile Justice. These lab interfaces will be bi-directional, including sending orders to the Vendor(s) from NextGen and receiving results back from the Vendor(s).

This process includes gathering and clarifying requirements, building the interface, testing the interface functionality, data validation, modifications as needed following testing, validation of messages sent and received, and configuration of the production system once all testing and adjustments are complete.

Multi-Directional NC Join Interface

Building the NC Join interface will follow similar steps and phases to the Lab interface including testing, validation, and production readiness. However, a requirements phase will need to occur at kick off to better understand the interface requirements and data transfer needs.

Multi-Directional Pharmacy Interface

There is a need for a Pharmacy interface to support the functionality of the system and utilization by NC Juvenile Justice. This interface will connect the EHR with the Pharmacy Vendor, the Pharmacy with the Medication Administration Record (eZmar) and eZmar with the EHR. This will allow for near real time transfer of medication orders and automatic updates to the patients Medication Administration Record (MAR) with substitutions made by the Pharmacy with no human interaction as well as enhanced reorder capabilities, and patient housing updates.

This process includes gathering and clarifying requirements, configuring the interface, testing the interface functionality, data validation, modifications as needed following testing, validation of messages sent and received, and configuration of the production system once all testing and adjustments are complete.

Risks

All timelines and go lives included in this plan are subject to NC Juvenile Justice participation and timely assistance to tasks and requirements identified within these projects, such as answers to state and local guideline requirements, infrastructure/hardware minimum standards being met, and execution of tasks identified as client specific such as end user training setup and go live/down time communications.

Additional vendor services also included in this solicitation are:

Application Hosting

The proposed solution is hosted through our partnership with Amazon Web Services (AWS). AWS is the most secure and most stable hosting platform in the country. They maintain SOC2 certification. It offers HITRUST security certification, CJIS compliant, and FedRAMP medium by default, and can quickly scale to add as many users and/or storage as necessary. GovCloud FedRAMP high is available at an additional cost. AWS data centers are located in the US. All upgrades and patches are applied and managed within the US.

Disaster Recovery and Business Continuity

Medicalistix partners with AWS who deploys the system in two geographically diverse availability zones. Fail-over is instantaneous, and AWS simply replaces defective equipment they do not wait for anything to be fixed.



Software Maintenance

The proposed solution includes access to System upgrades, patches and minor updates under your annual maintenance fees to ensure your system is current and meeting industry changes and certification requirements.

Helpdesk Support

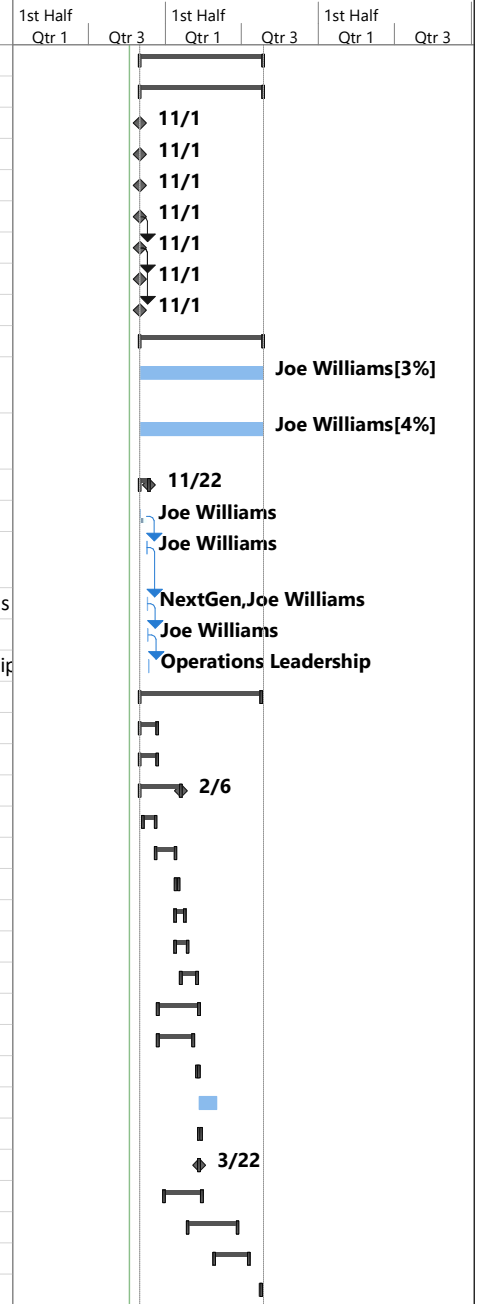
Medicalistics currently offers 24/7 and 7 to 7 support models. Depending on your hours of operation and user base, a model will be proposed to ensure you have adequate support. In addition to these support models, we also have the options to allow our clients to have predetermined annual amounts of hours to be used at the client's discretion for ongoing tweaks to the application, additional training opportunities, reporting etc. These tiers allow our clients to budget coverage for ongoing items within their annual budgets.

Medicalistics uses both email connectors for on-the-fly ticket opening and portal access to our clients using our Connectwise application for monitoring, tracking and communication with our support team. Any bugs or issues identified within the application can be opened directly with our team under the appropriate severity level and will be triaged and worked accordingly. Severity 1 tickets automatically notifies support leadership through text and email for routing and completion.



Attachment A: Project Plan

ID	Task Name	Duration	Start	Finish	Predecessor	% Complete	Resource Names	1st Half Qtr 1	Qtr 3	1st Half Qtr 1	Qtr 3	1st Half Qtr 1	Qtr 3
1	Client Restart Implementation Plan	210 days	Tue 11/1/22	Tue 8/22/23		0%							
2	Project Planning	210 days	Tue 11/1/22	Tue 8/22/23		0%							
3	Initiating/Pre-Implementation	0 days	Tue 11/1/22	Tue 11/1/22		0%							
4	Contract Signed	0 days	Tue 11/1/22	Tue 11/1/22		0%	Joe Williams						
5	Review Documentation	0 days	Tue 11/1/22	Tue 11/1/22		0%	Joe Williams						
6	Sales Turnover Call	0 days	Tue 11/1/22	Tue 11/1/22		0%	Joe Williams						
7	Client Intro Call	0 days	Tue 11/1/22	Tue 11/1/22 6		0%	Joe Williams						
8	Work Order Initiation	0 days	Tue 11/1/22	Tue 11/1/22 7		0%	Joe Williams						
9	Identify Clearance Requirements and staff for Clearance	0 days	Tue 11/1/22	Tue 11/1/22 7		0%	Joe Williams						
10	Project Management	210 days	Tue 11/1/22	Tue 8/22/23		0%							
11	Project Management Activities/Documentation (Will update once we know project duration)	210 days	Tue 11/1/22	Tue 8/22/23		0%	Joe Williams[3%]						
12	Project Management Meetings (Will update once we know project duration)	210 days	Tue 11/1/22	Tue 8/22/23		0%	Joe Williams[4%]						
13	Mutually Agreed Project Plan	15.5 days	Tue 11/1/22	Tue 11/22/22		0%							
14	Create Client Project Plan with Travel Indicators	12 days	Tue 11/1/22	Wed 11/16/22		0%	Joe Williams						
15	NG/Medicalistics Meet to finalize mutually agreed upon Project Plan	1 day	Thu 11/17/22	Thu 11/17/22 14		0%	Joe Williams						
16	Project Plan Signed Off by NG & Medicalistics	1 day	Thu 11/17/22	Fri 11/18/22 15		0%	NextGen,Joe Williams						
17	Review Project Plan with Client	0.5 days	Fri 11/18/22	Mon 11/21/22 16		0%	Joe Williams						
18	Obtain Client sign-off for Project Plan	1 day	Mon 11/21/22	Tue 11/22/22 17		0%	Operations Leadership						
19	Correctional Health - Activation	207.53 days	Tue 11/1/22	Fri 8/18/23		0%							
20	Core Software Installation	28.51 days	Tue 11/1/22	Mon 12/12/22		0%							
55	Training - Phase I (Elearning, SCT)	28.78 days	Tue 11/1/22	Mon 12/12/22		0%							
78	Master File Configuration & Application Build	68.53 days	Tue 11/1/22	Mon 2/6/23		0%							
133	Core Group Training (CGT)	21.03 days	Tue 11/8/22	Thu 12/8/22		0%							
152	Workflow Analysis and Design	33.63 days	Thu 12/8/22	Wed 1/25/23		0%							
280	Template Editor/Document Builder Training	5.38 days	Wed 1/25/23	Wed 2/1/23		0%							
288	Reports/Forms Analysis and Design	17.13 days	Tue 1/24/23	Thu 2/16/23		0%							
295	Custom Changes (Optional)	22 days	Tue 1/24/23	Thu 2/23/23		0%							
300	Conversions	29.13 days	Mon 2/6/23	Fri 3/17/23		0%							
315	Interface Development and Installation	70.53 days	Tue 12/13/22	Wed 3/22/23		0%							
388	eZmar	60.13 days	Wed 12/14/22	Wed 3/8/23		0%							
412	DMS	1.97 days	Fri 3/17/23	Tue 3/21/23		0%							
443	Scan patient charts into Nextgen	30 days	Tue 3/21/23	Tue 5/2/23 442		0%							
444	Patient Education	4 days	Tue 3/21/23	Mon 3/27/23		0%							
450	Advanced Audit	0.75 days	Tue 3/21/23	Wed 3/22/23		0%							
456	Faxing	65 days	Wed 12/28/22	Wed 3/29/23		0%							
459	Training Phase II -EHR & PM/EAS End User Training	85.5 days	Thu 2/23/23	Thu 6/22/23		0%							
539	NextGen Command Center (Go-Live)	59.5 days	Thu 4/27/23	Wed 7/19/23		0%							
552	Post Go Live Audit and AM Transition	2 days	Wed 8/16/23	Fri 8/18/23		0%							



Enterprise EHR Solution for North Carolina Juvenile Justice System
Software as a Service (SaaS) Implementation

DESCRIPTION	YEAR ONE PRICE	ANNUAL FEES FOR YEARS TWO-FIVE
Enterprise Class EHR Solution Software-as-a-Service (SaaS) Includes:	\$ 735,179.78	\$ 219,969.56
eZMAR	\$ -	\$ -
Gap Analysis*	\$ -	N/A
Workflow/Forms Analysis*	\$ -	N/A
Onsite Go-Live Support	\$ -	N/A
Onsite End-user Training		N/A
Post-Go-Live Audit*	\$ -	N/A
Patient Portal/Self Scheduling	\$ -	\$ -
Virtual Visits	\$ -	\$ -
Interfaces, NC-Join, Pharmacy, Lab,	\$ -	N/A
Interface Maintenance	\$ -	\$ -
Hosting	\$ -	\$ -
SAP Crystal Reports	\$ -	\$ -
Care Quality	\$ -	\$ -
NextGen Mobile	\$ -	\$ -
Healthwise Patient Education	\$ -	\$ -
First Data Drug Interactions	\$ -	\$ -
CPT Codes	\$ -	\$ -
Screening Tools	\$ -	\$ -
Estimated travel (\$15,300.00)	\$ -	N/A
Sub-Total	\$ 735,179.78	\$ 219,969.56
Enterprise Healthworks Analytics Platform*	\$ 65,000.00	\$ 65,000.00
Access to Standard Actionable Data View Library	\$ -	\$ -
Includes up to 5 Juvenile specific Data Views	\$ -	\$ -
GRAND TOTAL	\$ 800,179.78	\$ 284,969.56

*

The following applies to all implementation models noted below

In the spirit of the Healthworks Analytics development partnership previously discussed, the HWA platform, the data view library, and five additional juvenile-specific data view development has been aggressively discounted

Additionally, we included a comprehensive gap analysis, workflow/forms analysis, and onsite post go-live support.

**Enterprise EHR Solution for North Carolina Juvenile Justice System
Self-Hosted Perpetual License Implementation**

DESCRIPTION	YEAR ONE PRICE	ANNUAL FEES FOR YEARS TWO-FIVE
Enterprise Class EHR Self-Hosted Perpetual License	\$ 736,335.93	\$ 139,509.86
eZMAR	\$ -	\$ -
Gap Analysis*	\$ -	N/A
Workflow/Forms Analysis*	\$ -	N/A
Onsite Go-Live Support	\$ -	N/A
Post-Go-Live Audit*	\$ -	N/A
Onsite End-user Training	\$ -	\$ -
Patient Portal/Self Scheduling	\$ -	\$ -
Virtual Visits	\$ -	\$ -
Interfaces, NC-Join, Pharmacy, Lab,	\$ -	N/A
Interface Maintenance	\$ -	\$ -
SAP Crystal Reports	\$ -	\$ -
Care Quality	\$ -	\$ -
NextGen Mobile	\$ -	\$ -
Healthwise Patient Education	\$ -	\$ -
First Data Drug Interactions	\$ -	\$ -
CPT Codes	\$ -	\$ -
Screening Tools	\$ -	\$ -
Estimated travel (\$15,300.00))	\$ -	N/A
Sub-Total	\$ 736,335.93	\$ 139,509.86
Enterprise Healthworks Analytics (HWA) Platform*	\$ 65,000.00	\$ 65,000.00
Access to Standard Actionable Data View Library	\$ -	\$ -
Includes up to 5 Juvenile specific Data Views	\$ -	\$ -
GRAND TOTAL	\$ 801,335.93	\$ 204,509.86

*

The following applies to all implementation models noted below

In the spirit of the Healthworks Analytics development partnership previously discussed, the HWA platform, the data view library, and five additional juvenile-specific data view development has been aggressively discounted

Additionally, we included a comprehensive gap analysis, workflow/forms analysis, and onsite post go-live support.

Enterprise EHR Solution for North Carolina Juvenile Justice System

Medicalistix/NextGen Hosted Perpetual License Configuration

DESCRIPTION	YEAR ONE PRICE	ANNUAL FEES FOR YEARS TWO-FIVE
Enterprise Class EHR Hosted Perpetual License Implementation	\$ 831,730.93	\$ 204,009.86
eZMAR	\$ -	\$ -
Gap Analysis*	\$ -	N/A
Workflow/Forms Analysis*	\$ -	N/A
Onsite Go-Live Support	\$ -	N/A
Post-Go-Live Audit*	\$ -	N/A
On-site End User Training	\$ -	\$ -
Patient Portal/Self Scheduling	\$ -	\$ -
Virtual Visits	\$ -	\$ -
Interfaces, NC-Join, Pharmacy, Lab, Interface Maintenance	\$ -	N/A
Hosting	\$ -	\$ -
SAP Crystal Reports	\$ -	\$ -
Care Quality	\$ -	\$ -
NextGen Mobile	\$ -	\$ -
Healthwise Patient Education	\$ -	\$ -
First Data Drug Interactions	\$ -	\$ -
CPT Codes	\$ -	\$ -
Screening Tools	\$ -	\$ -
Estimated travel (\$15,300.00))	\$ -	N/A
Sub-Total	\$ 831,730.93	\$ 204,009.86
Enterprise Healthworks Analytics Platform*	\$ 65,000.00	\$ 65,000.00
Access to Standard Actionable Data View Library	\$ -	\$ -
Includes up to 5 Juvenile specific Data Views	\$ -	\$ -
GRAND TOTAL	\$ 896,730.93	\$ 269,009.86

*

The following applies to all implementation models noted below

In the spirit of the Healthworks Analytics development partnership previously discussed, the HWA platform, the data view library, and five additional juvenile-specific data view development has been aggressively discounted

Additionally, we included a comprehensive gap analysis, workflow/forms analysis, and onsite post go-live support.

Appendix B: Medicalistics Overview

A background image showing medical professionals in scrubs, with a red swoosh graphic above the company name.

medicalistics®

INTEGRATED TECHNOLOGY SOLUTIONS

INTRODUCTION

CORRECTIONS

BEHAVIORAL HEALTH

PUBLIC HEALTH

DEEPER DIVE

North Carolina Dept. of Public Safety- Division of Juvenile Justice, Health Services

Introduction to

Medicalistics, LLC A Corrections Solutions Company



AGENDA



- **Meet the NC Juvenile Justice/Medicalistics Teams**
- **NC Juvenile Justice Overview**
- **Medicalistics LLC Overview**
- **EHR Demonstration-a Day in the Life**
- **Q&A and Follow up**

Confidential - Not subject to FOIA - Proprietary Information - For Use by Authorized Medicalistics Representatives Only. Do Not Distribute.

MEDICALISTICS

By the Numbers



Providing corrections-
based solutions for

12
years



5

active State-wide
corrections
installations



Over
145
facilities under
contract



Sole
provider
of NextGen's
Healthcare solutions
in corrections

Confidential - Not subject to FOIA - Proprietary Information - For Use by Authorized Medicalistics Representatives Only. Do Not Distribute.

WHY NEXTGEN & US?

Partnered for Public Health Success



We know NextGen. **And your world.**

We integrate the complexity of your environment and requirements to the immense capacities of the software platform. To ensure your EHR system work flow translates into reliable, usable data.

Confidential - Not subject to FOIA - Proprietary Information - For Use by Authorized Medicalistics Representatives Only. Do Not Distribute.

NextGen Healthcare Financial and Portfolio

INCORPORATED*
1974

REVENUE*
\$556.8M

EMPLOYEES*
2,564

PROVIDERS*
100k+

NASDAQ LISTED
NXGN

NET DEBT*
ZERO

GROSS R&D*
\$100M
(18% OF REVENUE)

PATIENTS
65M+

*Form 10-K for fiscal year, filed May 27, 2021



WHY NEXTGEN HEALTHCARE?

By the Numbers



Energized,
productive
clinicians



Healthy,
predictable
financial outcomes



Loyal,
engaged
customers



Orchestrate
delivery to manage
risk



Participate in
frictionless
interoperability

90K+

providers

80%

of clients partnered
for 5+ years

2,200+

customers

Focused

High quality multi-
disciplinary content

1.8B+

Medical records shared
annually

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INTRODUCTION

CORRECTIONS

BEHAVIORAL HEALTH

PUBLIC HEALTH

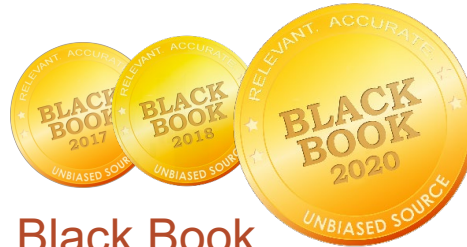
DEEPER DIVE

Award Winning



KLAS

- 2022: 2022 Best in KLAS in the Small Practice PM/EMR (1–10 physicians)
Best in KLAS (11-75 physicians)
- 2021: KLAS Highly rated for working with FQHCs
High marks for breadth of portfolio
Best in KLAS EMR (11-75 Physicians)
Best in KLAS PM (11-75 Physicians)
- 2020: Best at Making Shared Outside Data Usable
Best in KLAS PM (11-75 Physicians)
- 2019: Best in KLAS PM (11-75 Physicians)
- 2019: Best in KLAS Software and Services
- 2018: Customer Service
- 2017: Customer Service



Black Book

- 2020: #1 in Client Satisfaction for Ambulatory EHR
- 2018: Specialty Specific
- 2017: Specialty Specific

Forbes

- 2022: America's Best Midsize Employers



Newsweek

- 2022: America's Most Trusted Companies



ENTERPRISE FUNCTIONALITY



- Single database
- Multiple enterprises
- Multiple MPIs
- Associations between enterprises & practices
- Rolled up reporting

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INTEGRATED SOLUTIONS

Drive Better Workflows

Leverage your investment in
core technology

Tailored solutions to support
your unique workflows

Enable your entire care team to
operate top-of-license



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HEALTHCARE STANDARDS



NATIONAL SHERIFFS'
ASSOCIATION

CMS.gov

Centers for Medicare & Medicaid Services



carf INTERNATIONAL

ADA American Dental Association®

NATIONAL COUNCIL
for Mental Wellbeing

 **The Joint Commission**



ASAM American Society of
Addiction Medicine



CENTERS FOR DISEASE
CONTROL AND PREVENTION



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INTRODUCTION

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TECHNOLOGY STANDARDS



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SELECT CUSTOMERS



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SELECT CUSTOMERS Sheriff's Departments

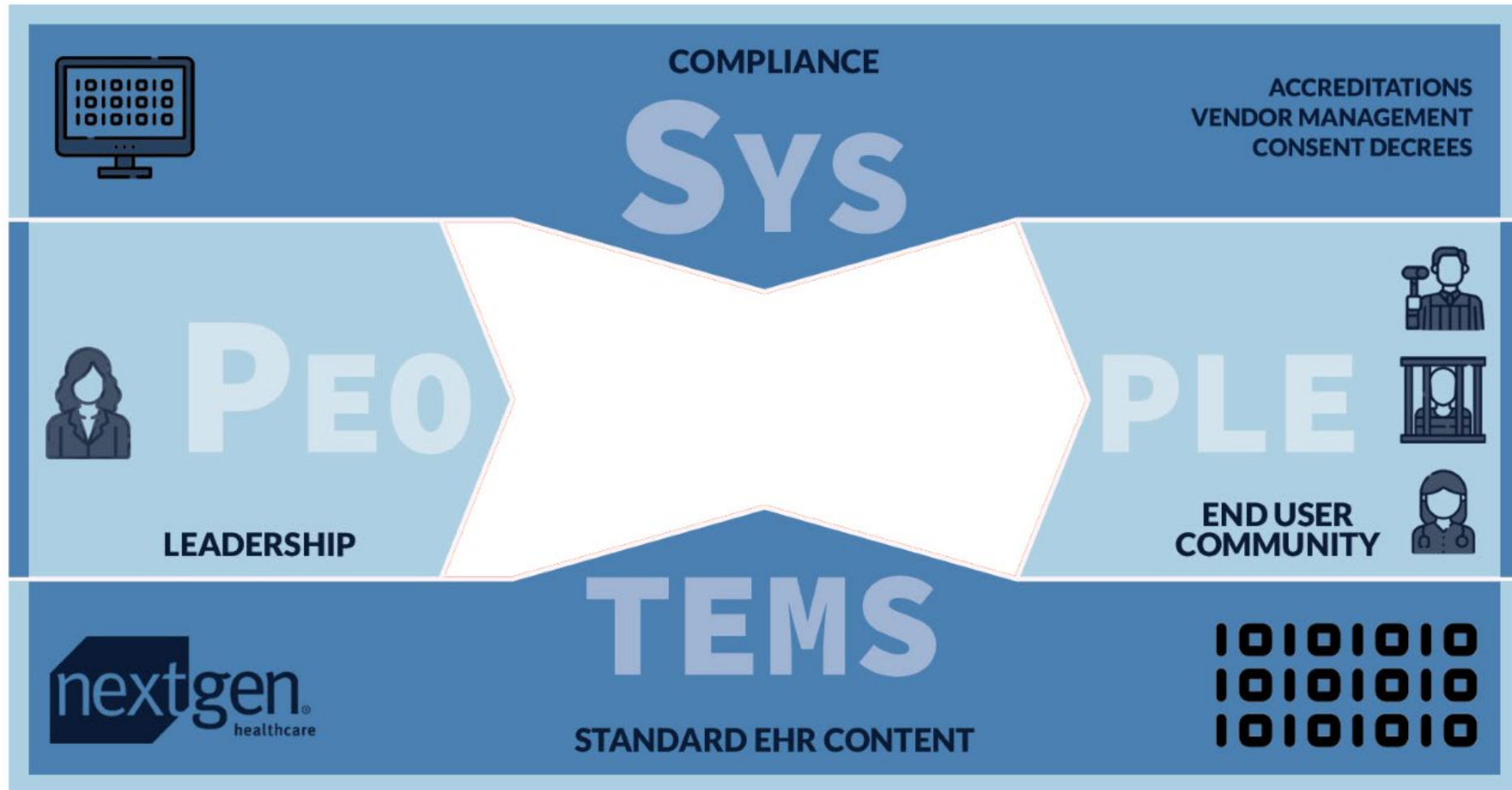


SELECT CUSTOMERS



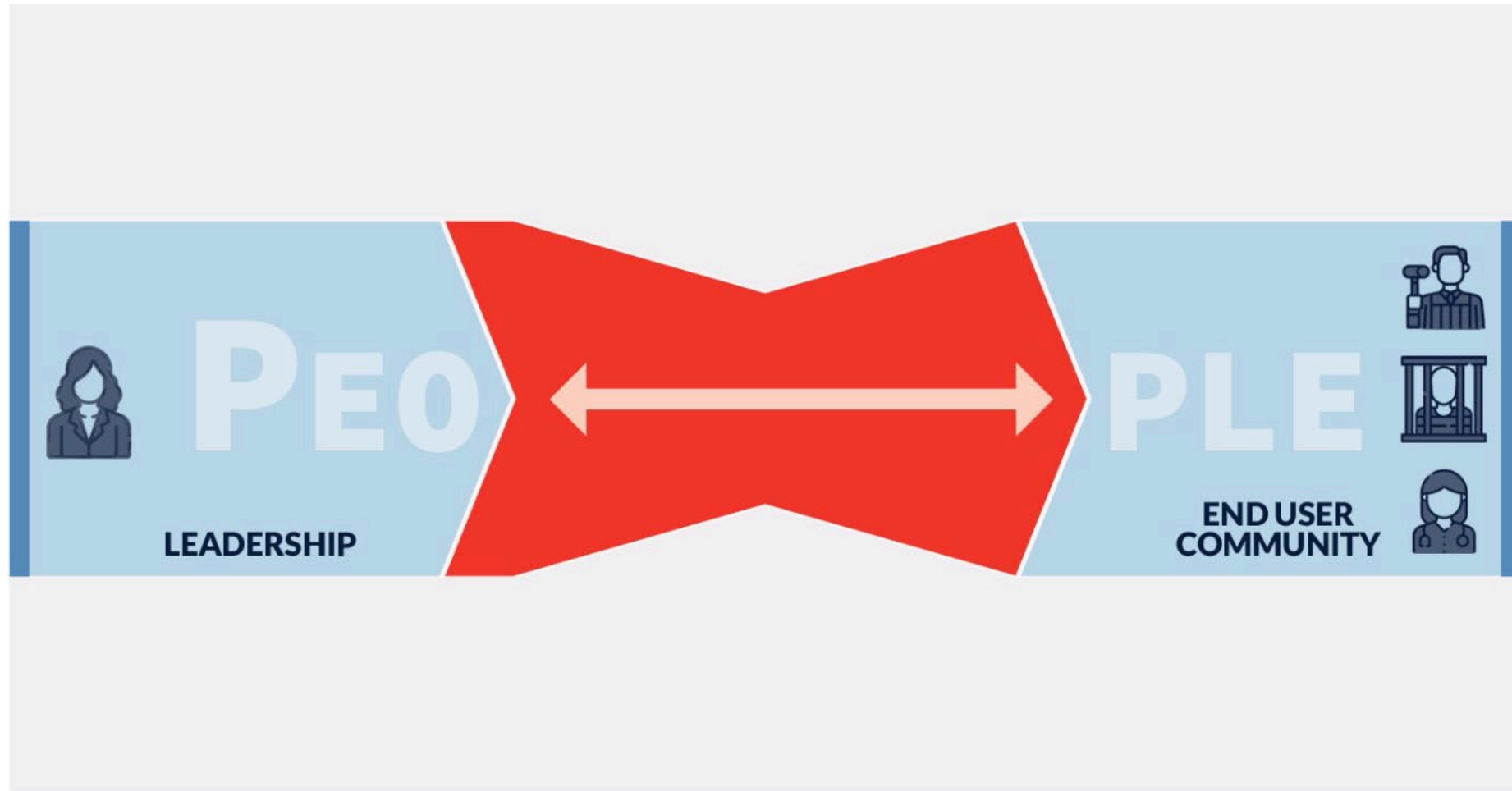
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HOW: Solving the Go-Live Gap



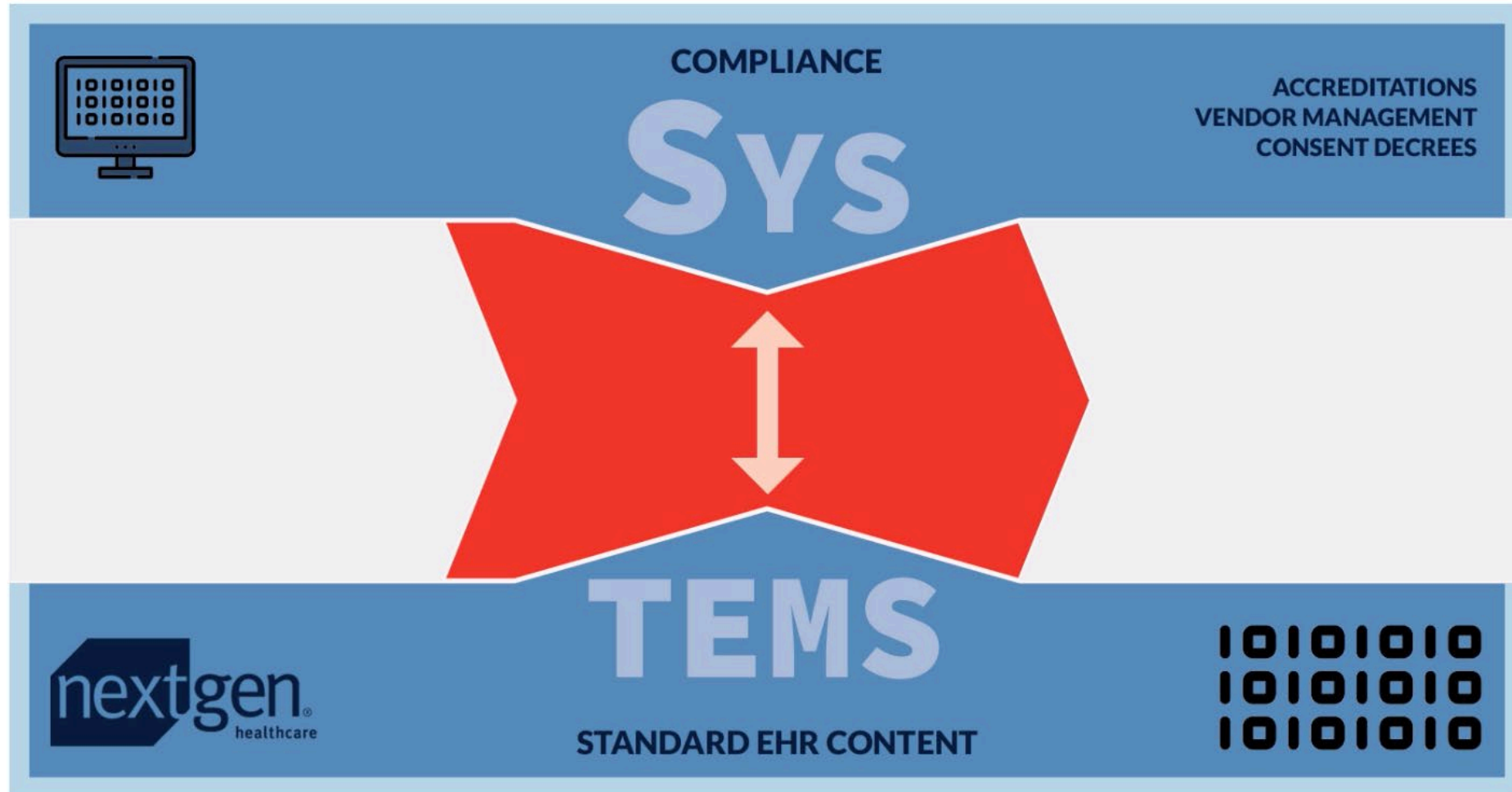
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HOW: Solving the Go-Live Gap



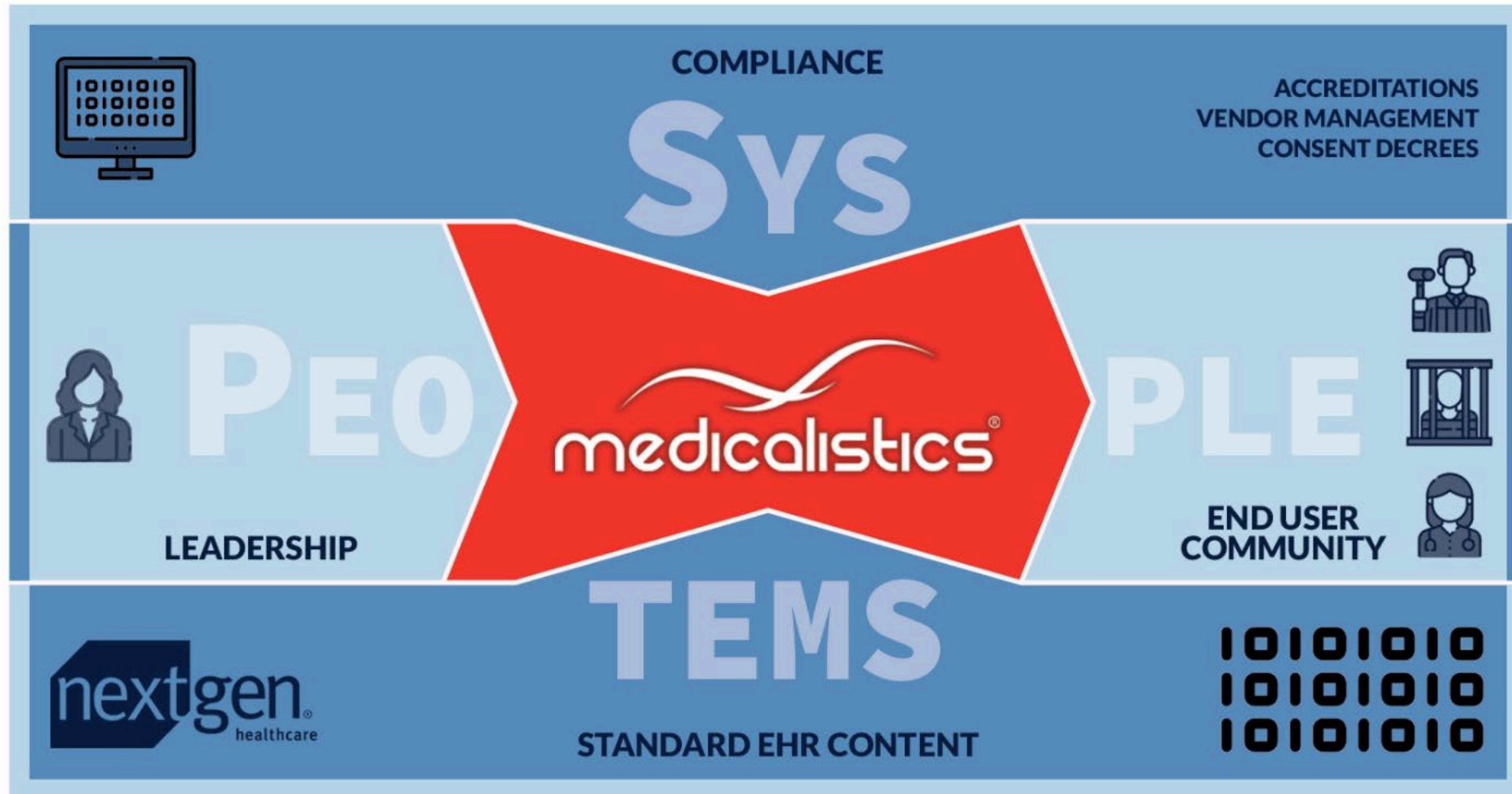
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HOW: Solving the Go-Live Gap



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HOW: Solving the Go-Live Gap



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CASE STUDY

“Medicalistics was one of the best parts of our launch process... They were willing to learn our unique characteristics to translate our workflow into the electronic medical record...

We didn’t need something cookie-cutter. We needed something that was going to work for us.”



BOWEN

C E N T E R

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INTRODUCTION

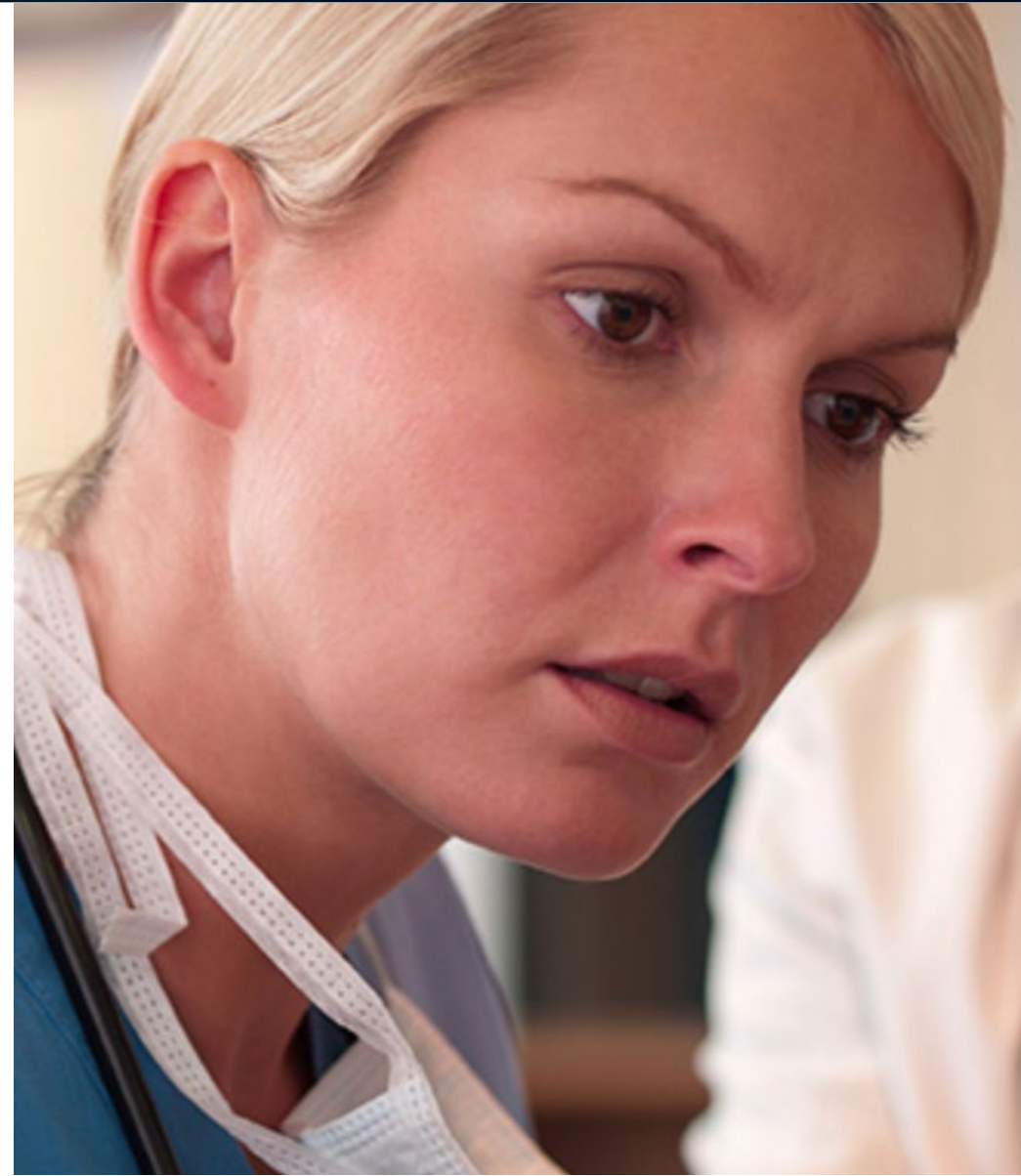
CORRECTIONS

BEHAVIORAL HEALTH

PUBLIC HEALTH

DEEPER DIVE

QUESTIONS/CONCERNS?

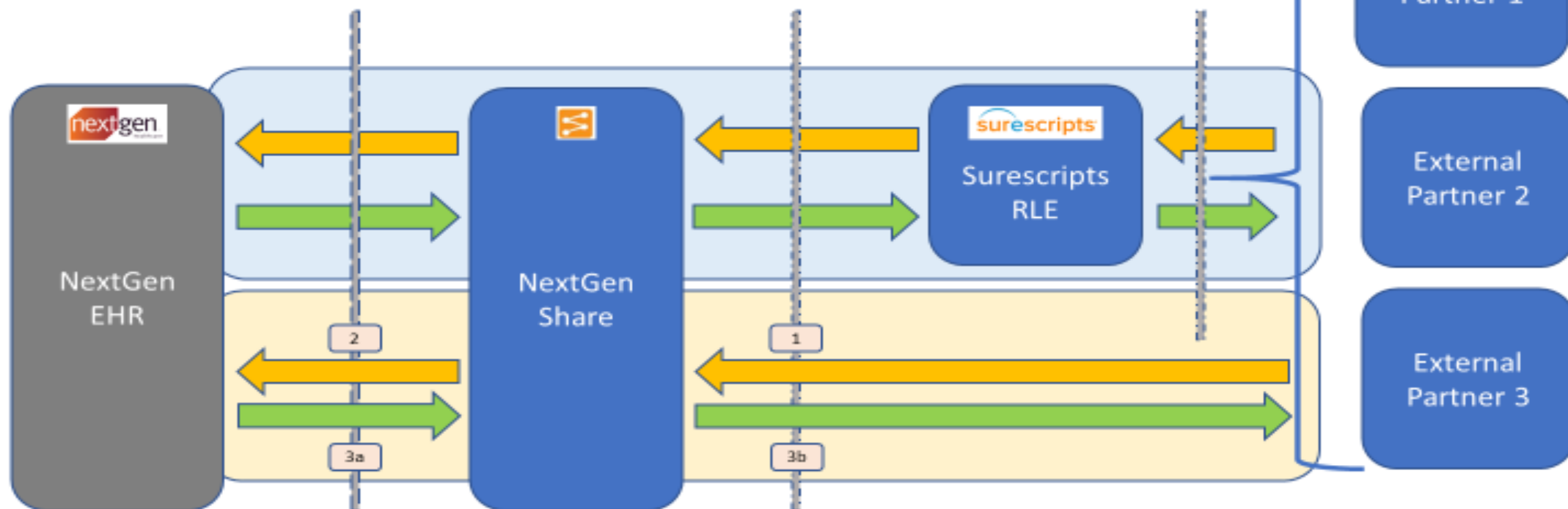




Questions?



CARE QUALITY QUERIES/EXPORT



This is the same as NextGen's outbound workflow, only in reverse.

1. External party directly queries NextGen Share for the existence of a patient and the availability of any documents.
2. If patients are found in NextGen Share's index, NextGen Share will query the appropriate NextGen EHR for documents.
3. If documents are available, they will be sent back to NextGen Share and then the Partner.

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ANALYTICS

**Recidivism and Patient
Health Issue Recurrence**

**Time-Consuming
Processes**

**Spreadsheet
Dependence**

**Performance
Penalties**

**Operational
Surprises**

***SMARTER DATA DELIVERY
FOR BETTER CARE***

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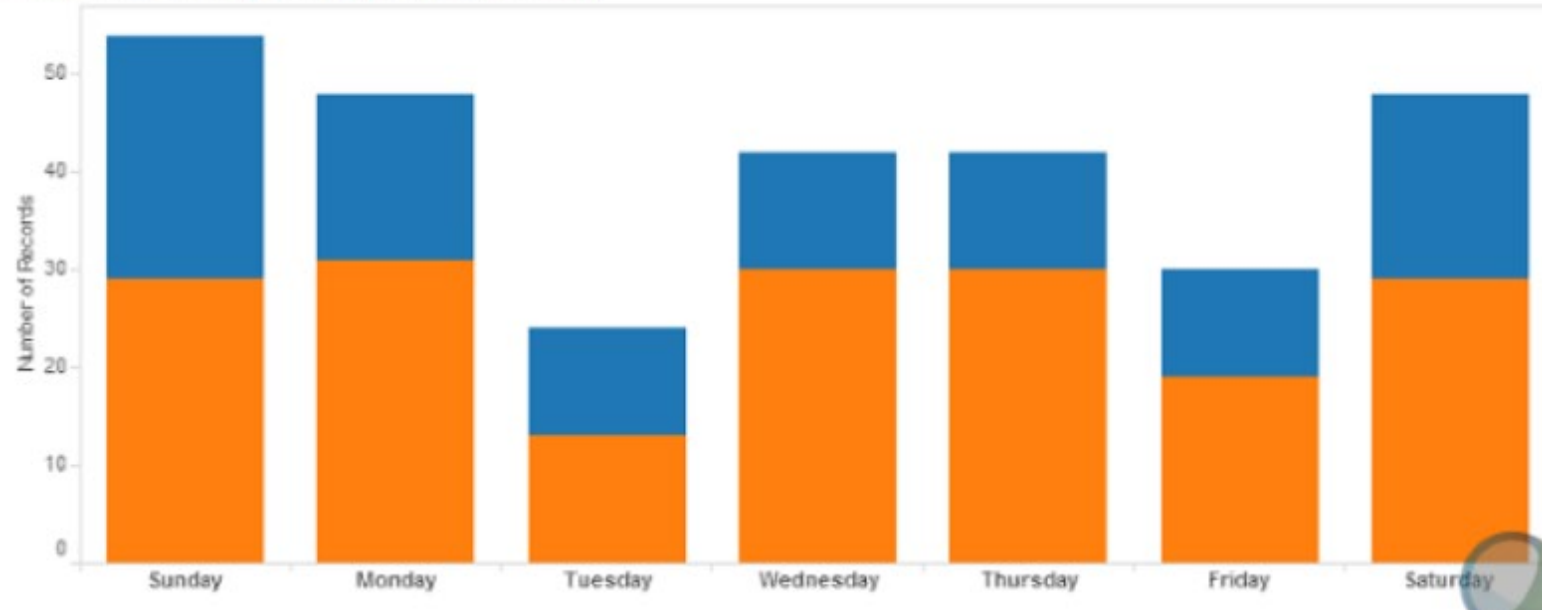
PUBLIC HEALTH

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SYSTEM ALERTS

Keep You Updated on Issues

Intake Assessments within 24h of Book-In



Sick Call

Chronic
Care

Intake
Exams

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INTRODUCTION

CORRECTIONS

BEHAVIORAL HEALTH

PUBLIC HEALTH

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WHY NEXTGEN & US?

Partnered for Corrections Success



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MEDICALISTICS

Award-winning!



Awarded KLAS Institute “2020 Best in Class” EHR, Practice Management, and Interoperability System

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WHY NEXTGEN HEALTHCARE?

Industry Recognition: 2020-2021



The
Healthcare
Technology
Report



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INTEGRATED SOLUTIONS

Drive Better Workflows

Leverage your investment in
core technology

Tailored solutions to support
your unique workflows

Enable your entire care team to
operate top-of-license



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State of North Carolina: Medical Documentation Products

RFP NO. 19-RFP-015403-WAX

REQUEST DUE DATE:
August 3, 2021

Prepared By:

Medicalistics, LLC
14850 Montfort Dr. Suite 295
Dallas, Texas 75254
rfp@medicalistics.com
Phone: 877.405.5540

Appendix C: Medicalistics Response to RFP

STATE OF NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY PURCHASING & LOGISTICS	REQUEST FOR PROPOSAL NO. 19-RFP-015403-WAX	
	Offers will be publicly opened: August 3, 2021	
	Issue Date: July 20, 2021	
	Commodity Number: 421423	
	Description: Medical Documentation Products	
Refer <u>ALL</u> inquiries regarding this RFP to: Angela Wainright Angela.wainright1@ncdps.gov	Purchasing Agency: Department of Public Safety, Integrated Behavioral Health Services	
	Requisition No.: PR12047550	


OFFER

The Purchasing Agency solicits offers for Services and/or goods described in this solicitation. All offers and responses received shall be treated as Offers to contract as defined in 9 NCAC 06A.0102(12).

EXECUTION

In compliance with this Request for Proposal, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all Services or goods upon which prices are offered, at the price(s) offered herein, within the time specified herein.


Failure to execute/sign offer prior to submittal shall render offer invalid. Late offers are not acceptable.

OFFEROR: Medicalistics, LLC		
STREET ADDRESS: 14850 Montfort Dr. Suite 295	P.O. BOX:	ZIP:
CITY, STATE & ZIP: Dallas, TX 75254	TELEPHONE NUMBER: 877-405-5540	TOLL FREE TEL. NO
PRINT NAME & TITLE OF PERSON SIGNING: Cynthia Patterson, Chief Operating Officer	FAX NUMBER:	
AUTHORIZED SIGNATURE: 	DATE: 07/30/2021	E-MAIL: rfp@medicalistics.com

Offer valid for one hundred twenty (120) days from date of offer opening unless otherwise stated here: days

ACCEPTANCE OF OFFER

If any or all parts of this offer are accepted, an authorized representative of Purchasing Agency shall affix its signature hereto and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence as follows: Best and Final Offers, if any, Special terms and conditions specific to this RFP, Specifications of the RFP, the Department of Information Technology Terms and Conditions, and the agreed portion of the awarded Vendor's Offer. A copy of this acceptance will be forwarded to the awarded Vendor(s).

<u>FOR PURCHASING AGENCY USE ONLY</u>	
Offer accepted and contract awarded this date August 18, 2021, as indicated on attached certification,	
by 	(Authorized representative of Purchasing of Department of Public Safety).

The business of providing behavioral healthcare services to your own staff presents unique challenges, especially in today's increasingly complex corrections environment. Differing identification methodologies, aging populations, excessive regulation, evolving treatment models, and an increasingly difficult budgetary environment are turning up the pressure on your department. To succeed in this environment North Carolina Department of Public Safety (NCDPS) needs a HIT partner who understands all the unique challenges you face and has demonstrated their commitment and ability to help you overcome them.

You need a technology partner who understands the ever-shifting risks to your staff. You need applicable consultation and support from a partner who understands behavioral healthcare. You need a trusted advisor who can formulate the right combination of technology and professional services so NCDPS, your clinical services and administrative staff can provide higher quality care and ensure compliance while simultaneously managing cost and risk.

Medicalistics has demonstrated our ability to reliably serve as your trusted advisor on your journey to greater success. We have, and do, help you manage your clinicians while also helping them increase the quality of both the care and documentation they provide. We have helped hundreds of organizations like yours streamline existing processes, reduce future litigation risk and standardize reporting to better manage healthcare requirements. Our goal in this response is to demonstrate our commitment to continuing these successes for you.

Clinical care: Making more time for your patients

Medicalistics helps your organization optimize clinical workflows, while giving your clinicians and staff back time they need to achieve excellence in patient care. Our solutions enable you to automate patient intake, chart more efficiently, and collaborate more effectively.

We offer:

- Mobile solutions that enable you to act on patient needs regardless of your location as well as collaborate to solve patient needs anyplace, anytime
- Behavioral-specific content to enhance your workflows, and meet your specific data capture for standards/state/contract reporting needs
- Connectivity solutions that allow NCDPS to implement nationwide interoperability as well as integrating relevant patient data into your EHR and HIE
- Access to the largest provider directory in the United States, with more than 1 million caregivers, as well as hospitals and health systems to support off-site healthcare needs

Medicalistics has significant experience with State and County behavioral health environments. Our BH-specific integrated care content is currently being used by more than 5,000 clinicians in more than 145 behavioral health facilities of all types across the United States. Medicalistics/NextGen is the only EHR vendor with both a successful track record of moving large behavioral health clients from multi-vendor-based environments into single-vendor integrated healthcare solution developed specifically for behavioral health. Medicalistics is also the only vendor whose solution includes robust integrated content for all three core pillars of healthcare – Medical, Behavioral Health and Dental - and also carries annual CCHIT/MU certification in all three areas.

New Features & Tools: Medicalistics has invested heavily in many significant improvements. Some of the most valuable are discussed below.

1. **Hosting** – We have developed a strong partnership with Amazon Web Services for our branded hosting solution. AWS is widely recognized as the most diverse and most secure provider of hosting services in the nation. These are the hardened data centers and redundancy capabilities that both Federal agencies and Fortune 50 companies move their business models onto. Leveraging the AWS environment allows NCDPS to immediately benefit from high-end capabilities such as 100% solid state drives on all production servers, hardware encryption for all data at rest and many other features that are standard in this environment. It also allows NCDPS to take advantage of AWS's rock solid security and fail-over capabilities; the same ones chosen and trusted by the CIA. It also provides immediate access to a certified FedRAMP environment should Maryland ever adopt that requirement.
2. **Single Platform** – NextGen invested in combining our ADA-compliant dental suite with our ONC certified EHR into a single code-set, single database solution. This means NCDPS will benefit from having all of your healthcare information contained in a single system. This provides consolidated reporting across all of your areas of care and also supports comprehensive contract monitoring among your multiple healthcare vendors. Having a single solution also support cross-functional care teams and allows you to move to a truly integrated care environment.
4. **Expanded Behavioral/Mental Health Content** – We provide comprehensive clinical content to the community behavioral health market. In fact, this market has grown over recent years to become our second largest market. We have clients participating in the current multi-year pilot of the Certified Community Behavioral Health Clinic (CCBHC) initiative being implemented by SAMHSA/CMS. This has lead us to undertake a multi-year expansion of our BH/MH content which has produced a tremendous amount of new and improved content. This includes streamlined patient-centered treatment planning, support for programs, enhanced group scheduling, predefined treatment plans, case management and targeted case management, crisis treatment, psychiatric advanced directives, residential, inpatient, bed board, expanded clinical workflows in nine different service areas, expanded screening and monitoring of key health indicators, psychiatric rehabilitation services, expanded peer support and counseling services and much more.
5. **Built-in Support for NRLS/Carequality** – The National Record Locator Service v2 is built directly into NextGen and bears no additional cost. Our clients benefit from being able to exchange medical records on the NRLS through automatic records requests. In the case of NCDPS this means that when patients receive off-site care the information can be pulled back into the EHR without need for the human intervention usually necessary to request, receive and process the information. It also means that when patients get released and reintegrate into the community their chosen providers can request and receive the patient's medical records without need for NCDPS intervention. These medical, behavioral or dental providers can then bring the patient's information into their EHR and immediately understand and continue the care their new patient was receiving while they were incarcerated. This operates very similar to the medication reconciliation process within the EHR. It is widely recognized that better community reintegration reduces recidivism and that continuing healthcare contributes significantly to better reintegration. Cost-free NRLS integration in our EHR makes this possible.

6. eMAR – Medicalistics will implement our eMAR product and interface it directly to Diamond, your current contract pharmacy vendor. Our standard pharmacy interface has been working with CIPS (the Kalos manufactured pharmacy management system used by Diamond) for more than ten years. In addition, should NCDPS change pharmacy vendors our interface will work with all current pharmacy vendors who service corrections clients.

It is important to understand why it is necessary to implement our eMAR rather than continue using Diamond's Sapphire product. The Sapphire product acts as a medication order entry product. The MAR is simply a by-product of the order entry. Your clinicians enter their medication orders into Sapphire and it transmits these orders to their pharmacy management system. In your current paper environment this is OK. When you move to an electronic health record, though, the medications will need to be entered into the EHR. This is because the EHR will use them in numerous ways such as duplicate therapy checking, allergy checking, drug to (drug, allergen, material) checking, health maintenance warnings, compliance reporting and many other areas/activities within the system. If your clinicians continue to use Sapphire they would need to do dual entry of medications. This process is not conducive to an effective implementation. Instead, clinicians enter their medication in our EHR and our standard interface will send the orders electronically to Diamond. From Diamond's perspective the result is the same – they will receive the medication order electronically. To your clinicians the system remains usable and they are not being asked to dual-enter medications. In addition, all the benefits of having medications in the EHR accrue to all your healthcare professionals.

7. Treatment Teams – NextGen has built support to team signatures and master care plans which can be filtered by program or clinician in order to support treatment teams. These capabilities allow cross functional teams to be established and build care plans as well as review and sign off on new care plans, changes to existing care plans or during regular review periods. These care plans can be viewed by clinicians and filtered to show only the interventions they are participating in while allowing the organization to see the entirety of care being planned for the patient thus avoiding duplicate services.
8. Many more features – this is a summary of a few high-level enhancements to our product since NCDPS last published an RFP. There are many more equally compelling and beneficial features that have been added or enhanced. We look forward to discussing them all with your team during the demo process.

We believe this proposal allows the State of NCDPS to best take advantage of our experience and expertise helping large behavioral health groups successfully transition from older/mixed environments into efficient electronic environments.

A handwritten signature in black ink that reads "Cynthia Patterson".

Cynthia Patterson
Chief Operating Officer

Table of Contents

1.0	ANTICIPATED Procurement Schedule	4
2.0	Purpose of RFP.....	6
2.1	Introduction	6
2.2	Contract Term.....	6
2.3	Contract Type	6
2.4	Agency Background.....	6
2.5	PROBLEM Statement.....	6
3.0	RFP requirements and Specifications	9
3.1	General requirements and Specifications	9
3.2	Security Specifications.....	10
3.3	Enterprise Specifications	10
3.4	Business and Technical Requirements.....	11
3.4.1	11
3.5	Business and Technical Specifications	11
3.5.1	11
4.0	Cost of Vendor's Offer.....	24
4.1	Offer Costs.....	24
4.1.1	OPTIONAL COSTS YEARS TWO AND THREE	25
4.2	Payment Schedule.....	25
5.0	Evaluation	27
5.1	Source Selection.....	27
5.2	Evaluation Criteria.....	27
5.3	Best and Final Offers (BAFO)	27
6.0	Vendor Information and Instructions	29
6.1	General Conditions of Offer	29
6.2	General Instructions for Vendor	30
6.3	Instructions for Offer Submission	33
7.0	Other Requirements and Special Terms	37
7.1	Vendor Utilization Of Workers Outside of U.S.....	37
7.2	Financial Statements	37
7.3	Financial Resources Assessment, Quality Assurance, Performance and Reliability.....	37
7.4	Vendor's License or Support Agreements	37
7.5	Resellers	38
7.6	DISCLOSURE OF LITIGATION.....	38
7.7	CRIMINAL CONVICTION	39
7.8	Security and Background Checks	39
7.9	Assurances	39
7.10	Confidentiality of offers	39
7.11	Project Management	40
7.12	Meetings.....	40
7.13	Recycling and Source Reduction	40
7.14	Special Terms and Conditions.....	40

Attachment A: Definitions.....	42
Attachment B: Department of Information Technology Terms and Conditions.....	44
Attachment C: Agency Terms and Conditions	57
Attachment D: Description of Offeror	58
Attachment E: Cost Form.....	60
Attachment F: Vendor Certification Form	61
Attachment G: Location of Workers Utilized by Vendor	62
Attachment H: References	63
Attachment I: Financial Review Form.....	67

1.0 ANTICIPATED PROCUREMENT SCHEDULE

1.0 ANTICIPATED PROCUREMENT SCHEDULE

The Agency Procurement Agent will make every effort to adhere to the following schedule:

Action	Responsibility	Date
RFP Issued	Agency	7/20/21
Written Questions Deadline	Potential Vendors	7/26/21
Agency's Response to Written Questions/ RFP Addendum Issued	Agency	7/27/21
Offer Opening Deadline	Vendor(s)	8/3/21
Offer Evaluation	Agency	TBD
Selection of Finalists	Agency	TBD
Oral Presentations and/or Product Demonstrations by Finalists	Selected Vendors	TBD
Negotiations with Finalists	Agency designees and selected Vendor(s)	TBD
Best and Final Offers Deadline from Finalists	Selected Vendors	TBD
Contract Award	Agency	TBD
Protest Deadline	Responding Vendors	15 days after award

2.0 PURPOSE OF RFP

2.0 PURPOSE OF RFP

2.1 INTRODUCTION

The purpose of this RFP is to solicit Offers for an electronic behavioral health records system for use by Integrated Behavioral Health Services (IBHS). The IBHS program is an NC behavioral health HIPAA entity which provides behavioral health services to NC Department of Public Safety (DPS) employees and their families. This program is currently funded by a U.S. Department of Justice federal grant managed by the Governor's Crime Commission. The services provided by IBHS are medical in nature, and thus require clinical documentation by providers. Clinical documentation produced by IBHS providers includes personally identifiable information (PII) and protected health information (PHI). This clinical documentation and the information it contains must be kept secure when at rest and in transit in order to be compliant with HIPAA, and must also be secured in compliance with the NC Department of Information Technology's (DIT's) security policies.

2.2 CONTRACT TERM

A contract awarded pursuant to this RFP shall have an effective date as provided in the Notice of Award. The term shall be one (1) year, and will expire upon the anniversary date of the effective date unless otherwise stated in the Notice of Award, or unless terminated earlier. The State retains the option to extend the Agreement for two (2) optional one (1) year periods at its sole discretion.

2.2.1 EFFECTIVE DATE

This solicitation, including any Exhibits, or any resulting contract or amendment shall not become effective nor bind the State until the appropriate State purchasing authority/official or Agency official has signed the document(s), contract or amendment; the effective award date has been completed on the document(s), by the State purchasing official, and that date has arrived or passed. The State shall not be responsible for reimbursing the Vendor for goods provided nor Services rendered prior to the appropriate signatures and the arrival of the effective date of the Agreement. No contract shall be binding on the State until an encumbrance of funds has been made for payment of the sums due under the Agreement.

2.3 CONTRACT TYPE

Definite Quantity Contract - This request is for a close-ended contract between the awarded Vendor and the State to furnish a pre-determined quantity of a good or service during a specified period of time.

The State reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated specifications as to quantity, quality, delivery, service, geographical areas; and where other factors are deemed to be necessary or proper to the purchase in question.

2.4 AGENCY BACKGROUND

The IBHS has 18 providers, one administrative officer and one director. All 20 staff members will need access to the electronic health records system, but the 18 clinical and case management providers will be the primary source of data entry and clinical documentation. The IBHS operates a 24/7 helpline with on-call providers who receive voicemails from individuals seeking services. The IBHS on-call provider returns the call, provides program overview, collects caller demographic and problem information, screens, triages, and addresses the needs of the caller. On-call providers would benefit from having access to the EHR when in the office or mobile (laptop/tablet).

2.5 PROBLEM STATEMENT

The IBHS currently uses a combination of secure network share drives for medical records, Smartsheet (HIPAA BAA) for initial contact forms, and Smartsheet Cloud for database/reports/dashboards and Outlook calendars for staff scheduling sessions and other activities. The current process of using these different

programs creates confusion among staff members and poses potential security vulnerabilities for the HIPPA data. The IBHS desires a single solution to incorporate all these functions in order to provide better services for the men and women serving DPS.

3.0 RFP REQUIREMENTS AND SPECIFICATIONS

3.0 RFP REQUIREMENTS AND SPECIFICATIONS

3.1 GENERAL REQUIREMENTS AND SPECIFICATIONS

3.1.1 REQUIREMENTS

Means, as used herein, a function, feature, or performance that the system must provide.

3.1.2 SPECIFICATIONS

Means, as used herein, a specification that documents the function and performance of a system or system component.

The apparent silence of the specifications as to any detail, or the apparent omission of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only processes, configurations, materials and workmanship of the first quality may be used. Upon any notice of noncompliance provided by the State, Vendor shall supply proof of compliance with the specifications. Vendor must provide written notice of its intent to deliver alternate or substitute Services, products, goods or other Deliverables. Alternate or substitute Services, products, goods or Deliverables may be accepted or rejected in the sole discretion of the State; and any such alternates or substitutes must be accompanied by Vendor's certification and evidence satisfactory to the State that the function, characteristics, performance and endurance will be equal or superior to the original Deliverables specified.

3.1.3 SITE AND SYSTEM PREPARATION

Vendors shall provide the Purchasing State Agency complete site requirement specifications for the Deliverables, if any. These specifications shall ensure that the Deliverables to be installed or implemented shall operate properly and efficiently within the site and system environment. Any alterations or modification in site preparation, which are directly attributable to incomplete or erroneous specifications provided by the Vendor and which would involve additional expenses to the State, shall be made at the expense of the Vendor.

3.1.4 EQUIVALENT ITEMS

Whenever a material, article or piece of equipment is identified in the specification(s) by reference to a manufacturer's or Vendor's name, trade name, catalog number or similar identifier, it is intended to establish a standard for determining substantial conformity during evaluation, unless otherwise specifically stated as a brand specific requirement (no substitute items will be allowed). Any material, article or piece of equipment of other manufacturers or Vendors shall perform to the standard of the item named. Equivalent offers must be accompanied by sufficient descriptive literature and/or specifications to provide for detailed comparison.

3.1.5 ENTERPRISE LICENSING

In offering the best value to the State, Vendors are encouraged to leverage the State's existing resources and license agreements, which can be viewed here:

<https://it.nc.gov/resources/statewide-it-procurement/statewide-it-contracts>

- a) Identify components or products that are needed for your solution that may not be available with the State's existing license agreement.
- b) Identify and explain any components that are missing from the State's existing license agreement.

- c) If the Vendor can provide a more cost effective licensing agreement, please explain in detail the agreement and how it would benefit the State.

3.2 SECURITY SPECIFICATIONS

3.2.1 SOLUTIONS NOT HOSTED ON STATE INFRASTRUCTURE

Vendors shall provide a completed Vendor Readiness Assessment Report Non-State Hosted Solutions ("VRAR") at offer submission. This report is located at the following website:

<https://it.nc.gov/documents/vendor-readiness-assessment-report>

The *Electronic Behavioral Health Records System* will be required to receive and securely manage HIPAA data that is classified as Program Critical / NIST Moderate. Refer to the North Carolina Statewide Data Classification and Handling policy for more information regarding this data classification. The policy is located at the following website: <https://it.nc.gov/document/statewide-data-classification-and-handling-policy>.

To comply with the State's Security Standards and Policies, State agencies are required to perform annual security/risk assessments on their information systems using NIST 800-53 controls. This requirement additionally applies to all vendor provided, agency managed Infrastructure as a Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) solutions. Assessment reports such as the Federal Risk and Authorization Management Program (FedRAMP) certification, SOC 2 Type 2, or ISO 27001 are required for any cloud service providing support for data classified as Restricted or Highly Restricted. A current assessment report will be required prior to contract award for the selected vendor.

An IaaS vendor cannot provide a certification or assessment report for a SaaS provider UNLESS that is written in the agreement between the two vendors.

3.3 ENTERPRISE SPECIFICATIONS

3.3.1 ENTERPRISE STRATEGIES, SERVICES, AND STANDARDS

Agencies and vendors should refer to the Vendor Resources Page for information on North Carolina Information Technology enterprise services, security policies and practices, architectural requirements, and enterprise contracts. The Vendor Resources Page can be found at the following link: <https://it.nc.gov/vendor-engagement-resources>. This site provides vendors with statewide information and links referenced throughout the RFP document. Agencies may request additional information.

3.3.2 ARCHITECTURE DIAGRAMS DEFINED

The State utilizes architectural diagrams to better understand the design and technologies of a proposed solution. These diagrams, required at offer submission, can be found at the following link: <https://it.nc.gov/architectural-artifacts>.

There may be additional architectural diagrams requested of the vendor after contract award. This will be communicated to the vendor by the agency as needed during the project.

3.3.3 VIRTUALIZATION

The State desires the flexibility to host Vendor's proposed solution in a virtualized environment, should it determine in the future that virtualized hosting for such solution would be more economical or efficient. The State currently utilizes server virtualization technologies including VMware, Solaris and zLinux. The Vendor should state whether its solution operates in a virtualized environment. Vendor also should identify and describe all differences, restrictions or limitations of its proposed solution with respect to operation, licensing, support, certification, warranties, and any other details that may impact its proposed solution when hosted in a virtualized environment.

3.3.4 IDENTITY AND ACCESS MANAGEMENT (IAM)

The proposed solution must externalize identity and access management. The protocols describing the State's Identity and Access Management can be found at the following link:

<https://it.nc.gov/services/vendor-engagement-resources#identity-access-management>

Describe how your solution supports the above protocols as well as making them available for application integration/consumption.

NextGen leverages Microsoft Identity Management leveraging active directory with Lightweight Directory Access Protocol (LDAP) integration.

3.4 BUSINESS AND TECHNICAL REQUIREMENTS

3.4.1

1. IBHS requires a vendor-hosted, cloud-based secure solution that maintains cyber-attack prevention, and is compliant with HIPAA and DIT Security policies.
2. The solution shall transfer all State data entered should the contracted services be non-renewed or cancelled in accordance with Attachment B, Section 1.0, Paragraph 10 ("Transition Period").

3.5 BUSINESS AND TECHNICAL SPECIFICATIONS

3.5.1

1. Describe all patient registration (adult/child), demographics, worksite, presenting problem, and risk findings.

Patient registration can be accomplished in steps as the patient relationship grows from an initial contact (perhaps a hotline call) to a full blown patient encounter where the patient chooses to fully identify themselves. The latter would include insurance registration, eligibility checking (if needed for your programs), etc.

Presenting problems, risk findings, psycho-social history and similar information is documented through the "Initial Assessment" screens. We provide both a comprehensive assessment and a brief assessment. The former is typically used by Community Mental/Behavioral Health Centers and the latter by FQHC and/or Certified Community Behavioral Health Centers as part of an SBIRT encounter.

Both initial assessment tools produce one or more identified (assessed) needs which in turn feed into the treatment plan. The treatment plan allows for any combination of Goals, Objectives and Interventions to be documented and fully supports Golden Thread.

2. Describe all screening tools (GAD/PHQ/PCL/CSSRS/LEC, etc.).

NextGen includes built-in screening tools, web-linked screening tools and the ability for clients to add their own unique/preferred screening tools to the system. A list of the built-in screening tools is provided below.

SCREENING TOOLS

Suicidal/Homicidal Risk
 Edinburgh Post Natal Depression
 PHQ-9
 GAD-7
 MDI-10
 Geriatric Depression Scale (Short version)
 DAST
 AUDIT
 Vanderbilt Parent Form
 H-S/East
 VR-12 (RAND Veterans 12 item Survey)
 HAQ-Di
 MCHAT
 MCHAT-r
 SLUMS
 AUDIT-C
 Geriatric Depression Scale (Long version)
 DAST-10
 M-CHAT-R/F
 RAND Veterans 36 Item Survey
 RAND Veterans 20 Item Survey
 Columbia Suicide Severity Rating Scale (C-SSRS)

3. Describe how the system includes Additional Clinical Documentation (biopsychosocial, treatment plan, case activity notes, discharge plan) and electronic signature by provider.

Behavioral health care can be documented via the EHR. NextGen EHR has completely integrated Behavioral Health templates that are CARF compliant and conform to National Council and APA standards. NextGen offers Adult and Pediatric Intakes, Group Therapy, Initial Psychiatric Evaluation, Outcomes Measures, Progress Note, Psychopharm Progress Note, Behavioral Health Testing, Transfer/Discharge, Individual Action Plan (IAP), IAP Review, Segregation Visit, Suicide Observation, Disease Management for Depression and ADHD, as well as Behavioral Health Assessment Integration Capabilities, such as AIMS, ASI, and more.

The treatment plan includes the ability for both structured elements (like the start date, target date, and status for a goal) and free text notes (like the description of the goal itself, the desired outcomes in the person's own words, etc.). The treatment plan includes both types of elements and is flexible so the parts of the plan that are needed can be utilized as desired to build a plan to address the needs for each person.

Care plans and treatment plans can be created and updated over time as needed and as progress is made for the patient and the needs change for the patient. Each time the plan is adjusted a new version of the plan document is created and saved to the clinical record so the active version of the plan at any point in time is apparent in the chart.

The proposed solution offers multiple methodologies for clients to capture electronic signatures in custody environments where inmates will not have access to the system. Among these options are signature pads, mouse signatures and NextPen.

The methodology used most frequently by our corrections clients is the signature pad. NextGen Enterprise EHR enables you to capture a signature electronically on a signature pad and display it on a NextGen patient document. Signatures can be captured for the user currently logged into NextGen Enterprise EHR, the provider, the patient or any other individual whose signature is necessary for the document. The signature pad is the only piece of equipment the inmate would need access to in this scenario. When a patient document is generated, you can click the macro and either collect the patient's signature or enter your own. All electronic signatures are captured through a signature pad.

The following are supported signature pads:

- Interlink Electronics ePad VP9805
- Ambir Pad SP110-RDP
- Ambir Pad SP200-RDP

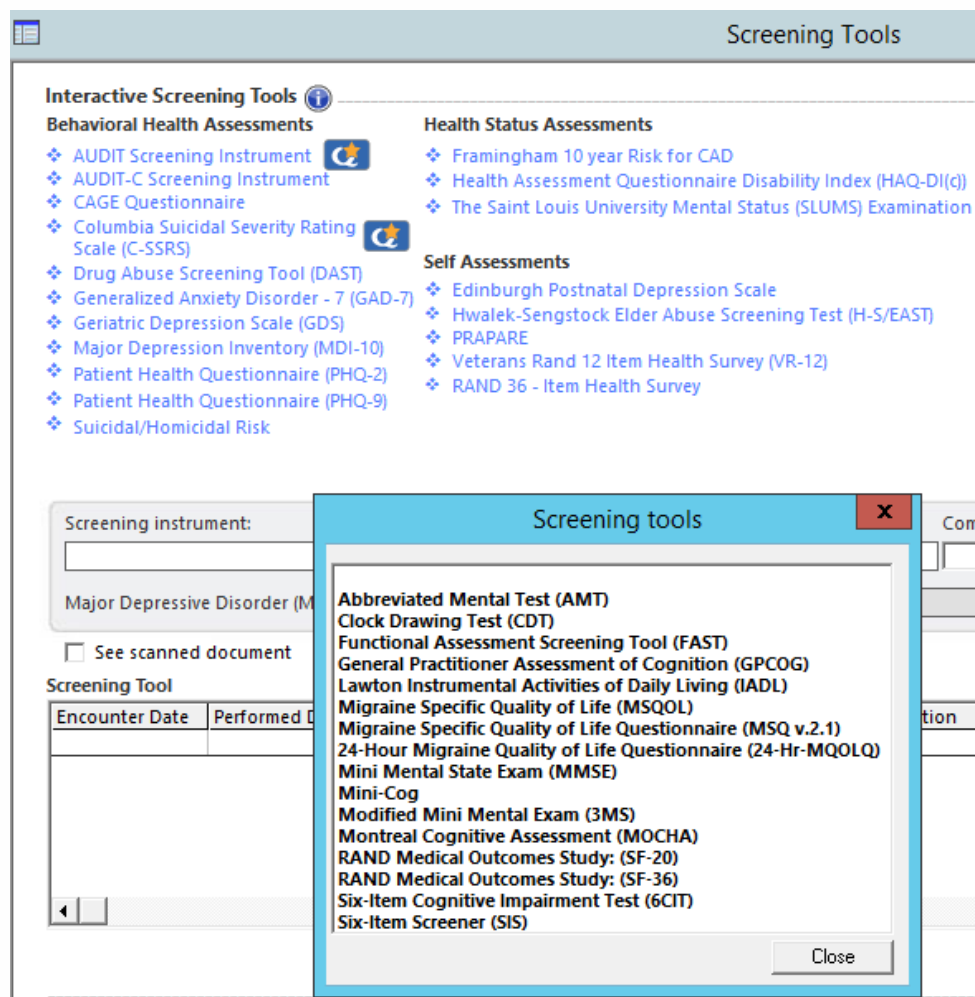
Providers can document Patient Plan Details as well as make notes regarding future treatment in Provider Plan Details.

Patient Assessment/Plan Details

Assessments	My Plan	A/P Details	Labs	Diagnostics	Class/Diet/Restrict	Office Procedures	Cosign Orders
Today's Assessments: (Select an assessment and enter the details below.) Assessment/Plan Expanded View ⓘ							
#	Description	Code	Status				
1	Other and unspecified hyperlipidemia	272.4					
2	Diabetes mellitus without mention of complication, type II or unspecified type, uncontrolled	250.02					
<div> <div>Selected Assessment:</div> <div> <div>Add</div> <div>Edit</div> <div>Sort DX</div> <div>Remove</div> </div> </div>							
Impression/Comments: Sort By: <input checked="" type="radio"/> Summary <input type="radio"/> Phrase My Phrases Manage My Phrases				Differential Diagnosis: Sort By: <input checked="" type="radio"/> Summary <input type="radio"/> Phrase My Phrases Manage My Phrases			
<div> <div></div> <div>(Only the first 215 characters will be displayed in the Diagnosis Module.)</div> </div>				<div> <div></div> </div>			
Plan Details Previous Patient Details Previous Provider Details Health Promotion Plan							
Patient Details: Exclusions My Phrases Common Phrases Manage My Phrases				Provider Details: Sort By: <input checked="" type="radio"/> Summary <input type="radio"/> Phrase My Phrases Common Phrases Manage My Phrases			
<div> <div></div> </div>				<div> <div></div> </div>			
Today's Orders: (Provider details will not print on the patient plan.)							
<div> <div></div> </div>							
<div> <div>Follow Up</div> <div>Counseling Details</div> <div>Quick Task</div> <div>Save & Close</div> <div>Cancel</div> </div>							

4. Describe how screening tools measures are integrated (score analysis by individual and aggregate).

Our solution includes 26 built-in screening tools such as PHQ-9 PHQ-2, GAD, BDI, CSSRS, and many others. We also provide the ability to access web-based screening tools as well as adding your own to the system.



5. Describe the System Database.

Our solution runs on the Microsoft SQL Server relational database engine. Any modern productivity or reporting tool can connect to MS SQL Server database tables and be able to export data from the NextGen database and produce reports from the EHR data saved in the system. We provide our clients with a data dictionary to aid these types of activities.

6. Describe reporting and query capabilities of client data. Base Reporting should include:

The NextGen application provides reporting solutions for standard management reports by facility, health care services areas and across disciplines/specialties. Intelligent, easy to use report creation and sharing is built into the system. This allows end users to quickly and easily build reports to manage their daily activities, clinical analysis, disease specific measures , etc. and share their reports with others. It also facilitates compliance reporting/monitoring so clients can spend time managing to the compliance metrics rather than arguing about how the numbers were derived.

Reports are used to manage the system in areas such as auditing (i.e. access control, logon frequency, etc.), for managing user activities (i.e. task acceptance, sign-off timelines, scheduling exceptions, etc.), and for managing the cost of care (i.e. treatment plan compliance, protocol compliance, etc.). Reports can also be used for managing users productivity (i.e. time to complete encounters, average number of encounters, etc.) and managing the quality of care (i.e. program admissions, diagnosis, statuses etc.) and many other aspects of delivering behavioral healthcare in the public safety environment.

NextGen includes more than one hundred pre-built reports out of the box, all of which can be used as-is or modified by the client. During implementation, users are trained to use the built-in report writer which NextGen has evolved over two decades to create a powerful reporting tool that basic system users can easily master and incorporate into their daily activities to greatly increase their productivity. Reports can easily be modified as desired, and we provide training on the use of our built-in report writing functionality.

NextGen also provides productivity tools that allow clients to gain more value from their reports. These tools allow clients to schedule reports to run at specific times/intervals, distribute the resulting information to specific individuals and/or groups, and to control the format of the output (Excel, HTML, ASCII, etc.). They can also create output as tasks, sending users tasks they must complete.

In addition to the built-in ad-hoc reporting tool clients can use their favorite COTS reporting productivity tool. NextGen uses Microsoft SQL Server and all modern reporting and productivity tools can attach to a MS SQL Server database. Clients are not limited to only the tools NextGen provides; they can leverage the tools they already have expertise using.

- a. Total open/closed cases;
Clients can run reports listing open case loads, closed cases and total cases.
- b. Percentage of cases by work unit (SHP/Prisons/facility etc.);
Open cases can be broken down to show the percentage by work unit.
- c. Total number of sessions for each client, aggregate data, total session hours;
Sessions can be counted and totaled, session hours can be totaled and aggregate data can be included in reports.

- d. Total cases closed, completed treatment, goals met/not met/partially met; **All aspects of cases and treatment plans can be included in reporting. Goal information (met, not met, partially met) can also be included in reports and other analysis.**
- e. Case load reports; and **NextGen includes a caseload report and clients can easily add any number of additional reports to meet their specific needs.**
- f. Dashboard capability (charting, graphs, reports, etc.).

The NextGen application provides reporting solutions for standard management and clinical reports by facility, health care services areas and across disciplines/specialties. Intelligent, easy to use report creation and sharing is built into the system. This allows end users to quickly and easily build reports to manage their daily activities, clinical analysis, care-specific measures , etc. and share their reports with others. It also facilitates compliance reporting/monitoring so clients can spend time managing to the compliance metrics rather than arguing about how the numbers were derived.

Reports are used to manage the system in areas such as auditing (i.e. access control, logon frequency, etc.), for managing user activities (i.e. task acceptance, sign-off timelines, scheduling exceptions, etc.), and for managing the cost of care (i.e. formulary compliance, nurse protocol compliance, etc.). Reports can also be used for managing users productivity (i.e. time to complete encounters, average number of encounters, etc.) and managing the quality of care (i.e. infirmity admissions, diagnosis, statuses etc.) and many other aspects of delivering healthcare in the correctional health environment.

NextGen includes more than one hundred pre-built reports out of the box, all of which can be used as-is or modified by the client. During implementation, users are trained to use the built-in report writer which NextGen has evolved over two decades to create a powerful reporting tool that basic system users can easily master and incorporate into their daily activities to greatly increase their productivity. Reports can easily be modified as desired, and we provide training on the use of our built-in report writing functionality.

NextGen also provides productivity tools that allow clients to gain more value from their reports. These tools allow clients to schedule reports to run at specific times/intervals, distribute the resulting information to specific individuals and/or groups, and to control the format of the output (Excel, HTML, ASCII, etc.). They can also create output as tasks, sending users tasks they must complete.

In addition to the built-in ad-hoc reporting tool clients can use their favorite COTS reporting productivity tool. NextGen uses Microsoft SQL Server and all modern reporting and productivity tools can attach to a MS SQL Server database. Clients are not limited to only the tools NextGen provides; they can leverage the tools they already have expertise using.

7. Describe the caller/patient portal (if available) and identify components listed below:

The patient portal is a large component of our comprehensive patient experience platform. This platform also includes our integrated mobile and telehealth solutions to bring complete flexibility to our clients and their patients.

Patient portal allows patients to perform the following activities (assuming client permits) online:

- Self enroll
- Request an appointment
- Schedule an appointment in real time
- Complete, review and submit online forms
- Complete, review and submit online interactive forms
- Request Personal Health Records
- View a chart with thier healthcare details
- Receive and review documents
- Receive and review patient education materials
- Update account information
- View statements online
- Make payments online
- Request medication refills

All of these capabilities are configurable by the client, and many can be leveraged to great effect by Behavioral Health practices (such as interactive forms).

- a. Electronic signature capability for patient/client (email DocuSign is currently utilized for signature; IBHS prefers integration into record);

The proposed solution offers multiple methodologies for clients to capture electronic signatures in public safety environments where patients may not have access to the system. Among these options are signature pads, mouse signatures and innovative technology capability called NextPen.

The methodology used most frequently by our public safety clients is the signature pad. NextGen Enterprise EHR enables you to capture a signature electronically on a signature pad and display it on a NextGen

patient document. Signatures can be captured for the user currently logged into NextGen Enterprise EHR, the provider, the patient or any other individual whose signature is necessary for the document. The signature pad is the only piece of equipment the inmate would need access to in this scenario. When a patient document is generated, you can click the macro and either collect the patient's signature or enter your own. All electronic signatures are captured through a signature pad.

The following are supported signature pads:

- Interlink Electronics ePad VP9805
- Ambir Pad SP110-RDP
- Ambir Pad SP200-RDP

- b. Capability for the patient/client to access forms and input self-assessment information (screening tools, treatment plan signatures, etc.) that can be tied to the patient/client's record.

Self assessment packages and preregistration packages can be provided to patients through the patient portal. They can complete these forms and the information can automatically populate into the EHR. This allows the patients to tell thier stories in thier own words on thier own time. Clients can also choose to allow patients to request appointments or schedule appointments online through the portal.

The Patient Portal is a key part of the Patient Experience platform. It allows patients and practices to securely communicate and interact online. Patients can book or cancel appointments, request medication renewals, send and receive secure messages, complete and submit online forms, request Personal Health Record, view chart details, receive and review patient education material and other documents, update account information and view statements/make payments.

This lightens the burden on busy practice as well as increasing patient satisfaction by enabling 24x7 availability of health information for your patients, all while implementing a convenient, cost-effective means of data collection for your practice. Patient Portal streamlines administrative tasks, simplifies patient/provider communications, and enables patient access to records.

- c. Cisco WebEx/Telehealth capability connected through the system, with encounter duration and automation associated with session.

NextGen integrated virtual visits solution offers providers the ability to see their patients virtually by video in real-time on any device. The virtual visits solution works just like office visits but allows providers to conduct patient visits via video that's convenient to the provider and patient. All the patient needs is a web enabled device with camera and microphone. Providers can share screens, pass documents, and chat with patients all within the virtual visit.

Virtual visits are also for practices who want to provide patients with a convenient alternative to driving to physicians' offices for medical expertise. They can be used for various visit types such as medication refill, pre-surgical, post-surgical, and chronic disease management. Virtual visits can:

- Reduce the spread of infectious disease (COVID-19 or Flu season)
- Increase provider efficiency
- Increase patient satisfaction
- Increase insurance reimbursement

With the convenience of virtual visits, all this and more can be done from any device:

- Manage and refill medications
- Review lab results, x-rays, and ultrasounds
- Improve accessibility for patients w/limited mobility; or hard-to-reach areas
- Expand patient care to after-hours
- Enhance chronic care management
- Meet state-mandated virtual coverage
- Improve efficiency and optimize costs

8. Describe how the system provides supervisor/manager oversight:
NextGen provides robust oversight capabilities within the system. Tasking and the Provider Approval Queue (PAQ) are commonly used tools for supervisory oversight.

Managers have access to their team's task lists. Tasks carry a priority status as well as a due date so supervisors can easily review their teams' tasks and quickly identify items that are at risk of falling behind or are overdue. There are also several ways clinicians can escalate tasking work items to a supervisor for review. Any task or work list item can be forwarded to someone else with comments added in the description requesting further action.

The same is true of the PAQ. The PAQ facilitates all items that require review and sign-off by one or more clinicians. Clients can choose which work flow items, documents and/or results should pass through the PAQ for review and approval.

Items in the Provider Approval Queue (PAQ) can have multiple signatures attached to the document, so a staff member can forward to supervisor or other team members for additional review and signatures. Treatment teams can also be identified in the PAQ and assigned to required review/sign-off items. If anyone in the treatment team decides to pend/deny a review the whole process is rolled back until additional criteria are met.

The screenshot shows the 'Workflow' application window with the 'Provider Approval Queue (5)' tab selected. On the left, there is a list of actions with checkboxes: 'Open Chart', 'Lock Encounter', 'Task 1', 'Task 2', 'Launch Document', 'Launch Image', 'Launch Template', and 'Add Additional Signee(s)' (which is checked). Below this list is a button labeled 'Add/Remove Signee(s)'. The main area displays the 'nextgen healthcare' logo. A 'Manage Signees' dialog box is open, showing two columns: 'Available' and 'Selected'. The 'Available' column contains a search bar and a list with 'Provider, Test T MD'. The 'Selected' column contains 'Counselor, Kelly' and 'Therapist, Chris'. Between the columns are 'Add >>' and '<< Remove' buttons. At the bottom of the dialog are 'Save' and 'Cancel' buttons.

Some screens also include multiple signature lines, and tasks can be sent to supervisors requesting their review and signature on the screen as well. This would be included in the clinical documentation.

The screenshot shows the 'Signatures' section of the application. It features a list of roles with checkboxes: 'Patient', 'Parent/guardian', 'Staff' (checked), 'Supervisor', 'NPP', 'Psychiatrist', and 'Other MD/DO'. Each role has corresponding input fields for 'Name', 'Credentials', and 'Date'. To the right of these fields are checkboxes for 'N/A'. A 'Send Task' button is located at the top right. Below the role list is an 'Additional Staff' section with fields for '*Name:', 'Credentials:', '*Date:', and 'Comments:', along with 'Add', 'Update', 'Remove', and 'Clear' buttons. At the bottom, there is a table with columns: 'Name', 'Credentials', 'Date', and 'Comments'.

- a. Assigns staff to team leads so staff will fall under team leads' oversight in the system;

NextGen includes role-based security groups which determine what

information, work flows and sign-off capabilities any given user may have. Staff can belong to one or more security roles. If they belong to more than one their rights in the system are the union of the rights associated with all security groups they are members of. This hierarchy provides the base structure that defines who can sign off on who's work.

NextGen also includes credentialing which adds the other dimension to the hierarchy formula.

- b. System will flag cases that are open, as well as cases which have had had no activity; and

You can use NextGen's case management capabilities to assign and monitor cases within the EHR. Supervisors can easily track which cases are within stated parameters and which have fallen outside of their parameters.

- c. System will flag high-risk cases to ensure increased attention and visibility.

The EHR includes several mechanisms to draw attention to circumstances/values/patients who are in need of attention. Alerts are on such mechanism. These provide a pop-up dialog box on screen asking the user to take some action or confirm some message. The roll-over information boxes on the main patient ribbon (constantly visible) also provides a great place for this type of information to be presented. Lastly, tasking offers another mechanism for ensuring appropriate attention is paid to a high-risk case.

9. Describe any integration capabilities with Cisco Desk Pro.

NextGen is a Windows-based application and can integrate with any end-user device that runs MS Windows. Our solution is compatible with the three most recent models of Cisco DeskPro (DX 650, DX 70 and DX80). These model numbers span the previous four years.

Specifically, our telehealth application can use the integrated cameras, from within the EHR we can allow for outbound dialing using the integrated IP Phone capabilities, and we have integrated phone work flows that facilitate documenting every aspect of the telephonic patient encounter. Our mobile application also integrates into the whole EHR allowing clinicians to remotely assist patients or view/document in patient records on their phone or tablet device.

10. Describe any integration capabilities with Smartsheet (Smartsheet is currently utilized by IBHS to register clients and run reports).

NextGen can easily integrate to Smartsheet. Our solution is a Windows-based product that runs on MS SQL Server which Smartsheet can connect to and push/pull data to/from.

Please note, though, we are not proposing to integrate to your current diverse environment. We are proposing a comprehensive solution that will replace all of your current, desperate components, with a single, integrated, holistic behavioral health (EHR)/telehealth/mobile/patient portal solution. Our solution will allow for intuitive, easy access to every aspect of your described work flows, your crisis hotline, patient documentation and communications with your patient population.

11. Describe any integration capabilities with DocuSign, and describe electronic signature capabilities and procedures.

As with our answer to question #10 above, we can integrate with DocuSign, however we are proposing an integrated health solution that will negate the need for multiple, diverse external applications like DocuSign. We provide many ways to capture patient, staff and family members' signatures within our integrated application. We work with signature pads, provide on-screen signing capabilities and also have our own technology in the form of NextPen to digitally capture handwriting and signatures.

Not needed within the system:

1. Prescription information or lab results (no nurses, MDs, or DOs will be using the system).
2. No billing, clearinghouse, or CPT code requirements.

4.0 COST OF VENDOR'S OFFER

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4.1 OFFER COSTS

The Vendor must list, itemize, and describe any applicable offer costs which may include the following:

ITEM #	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENDED COST
1	1	Dollar	Software Subscription Fees, SaaS, License, etc.	\$46,624.56	\$46,624.56
2	1	Dollar	Other solution usage costs.	\$0	\$0
3	1	Dollar	Third-party software, if any, required for the operation of the solution, and the related third-party software vendor standard agreements.	\$0	\$0
4	1	Dollar	Installation/configuration/integration/stabilization costs.	\$0	\$0
5	1	Dollar	Customization required or proposed addressing specifications.	\$73,361.00	\$73,361.00
6	1	Dollar	Initial and ongoing training costs.	\$4,000.00	\$4,000.00
7	1	Dollar	Travel and lodging costs, if any, must be thoroughly described, and are limited to the State's Terms and Conditions.	\$5,100.00	\$5,100.00
8	1	Dollar	Bill Rate for non-warranty software support or custom system enhancements	\$150.00/Hr.	\$150.00/Hr
10	1	Dollar	Other Itemized Costs (Please list)	\$0	\$0

Total Offer Cost \$129,085.56

4.1.1 OPTIONAL COSTS YEARS TWO AND THREE

YEAR 2

ITEM #	QTY	UNIT	DESCRIPTION	UNIT COST	EXTENDED COST
1	1	Year	<i>Optional Second (2nd) Year subscription fees/license/usage/hosting costs, 8x5xNBD, for product</i>	\$36,216.56	\$36,216.56
YEAR 3					
1	1	Year	<i>Optional Third (3rd) Year subscription fees/license/usage/hosting costs, 8x5xNBD, for product</i>	\$36,216.56	\$36,216.56

4.2 PAYMENT SCHEDULE

The Vendor shall propose its itemized payment schedule based on the content of its offer. All payments must be based upon acceptance of one or more Deliverables.

Due	Item	% Due	Cost
Upon Signing	SaaS Fees	25.00%	\$7,740.00
	License Fees	25.00%	\$2,013.14
	Software Fees	50.00%	\$3,000.00
	eLearning/LMS	100.00%	\$952.00
Upon Software Delivery	Implementation Costs/Services	25.00%	\$19,340.25
Upon Client Access to Software	Implementation Costs/Services	25.00%	\$19,340.25
	License Fees	25.00%	\$2,013.14
Upon Testing Signoff	SaaS Fees	25.00%	\$7,740.00
	License Fees	25.00%	\$2,013.14
	Implementation Costs/Services	25.00%	\$19,340.25
6 Months from signing or Go Live whichever comes 1st	Interface Maintenance	100%	\$660.00
Upon Go Live	SaaS Fees	50.00%	\$15,480.00
	License Fees	25.00%	\$2,013.14
	Software Fees	50.00%	\$3,000.00
	Implementation Costs/Services	25.00%	\$19,340.25
As Expense is Incurred	Travel Costs	100%	\$5,100.00

Year 1 Total Costs: \$129,085.56

5.0 EVALUATION

5.0 EVALUATION

5.1 SOURCE SELECTION

A trade-off/ranking method of source selection will be utilized in this procurement to allow the State to award this RFP to the Vendor providing the Best Value, and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against other non-price factors.

- a) Evaluation Process Explanation. State Agency employees will review all offers. All offers will be initially classified as being responsive or non-responsive. If an offer is found non-responsive, it will not be considered further. All responsive offers will be evaluated based on stated evaluation criteria. Any references in an answer to another location in the RFP materials or Offer shall have specific page numbers and sections stated in the reference.
- b) To be eligible for consideration, Vendor's offer must substantially conform to the intent of all specifications. Compliance with the intent of all specifications will be determined by the State. Offers that do not meet the full intent of all specifications listed in this RFP may be deemed deficient. Further, a serious deficiency in the offer to any one (1) factor may be grounds for rejection regardless of overall score.
- c) The evaluation committee may request clarifications, an interview with or presentation from any or all Vendors as allowed by 9 NCAC 06B.0307. However, the State may refuse to accept, in full or partially, the response to a clarification request given by any Vendor. Vendors are cautioned that the evaluators are not required to request clarifications; therefore, all offers should be complete and reflect the most favorable terms. Vendors should be prepared to send qualified personnel to Raleigh, North Carolina, to discuss technical and contractual aspects of the offer.
- d) Vendors are advised that the State is not obligated to ask for, or accept after the closing date for receipt of offer, data that is essential for a complete and thorough evaluation of the offer.

5.2 EVALUATION CRITERIA

Evaluation shall include best value, as the term is defined in N.C.G.S. § 143-135.9(a)(1), compliance with information technology project management policies as defined by N.C.G.S. §143B-1340, compliance with information technology security standards and policies, substantial conformity with the specifications, and other conditions set forth in the solicitation. The following Evaluation Criteria are listed in Order of Importance.

- 1) How well the Vendor's offer conforms with the specifications, and how it compares with the other Vendors' offers
- 2) Security Standards and Policies
- 3) Vendor Schedule / Timeline for completing work
- 4) Total Cost of Ownership
- 5) Strength of references relevant or material to technology area(s) or Specifications,
- 6) Risks associated with Vendor's offer.

5.3 BEST AND FINAL OFFERS (BAFO)

The State may establish a competitive range based upon evaluations of offers, and request BAFOs from the Vendor(s) within this range; e.g. "Finalist Vendor(s)". If negotiations or subsequent offers are solicited, the Vendor(s) shall provide BAFO(s) in response. Failure to deliver a BAFO when requested shall disqualify the non-responsive Vendor from further consideration. The State will evaluate BAFO(s), oral presentations, and product demonstrations as part of the Vendors' respective offers to determine the final rankings.

6.0 VENDOR INFORMATION AND INSTRUCTIONS

6.0 VENDOR INFORMATION AND INSTRUCTIONS

6.1 GENERAL CONDITIONS OF OFFER

6.1.1 VENDOR RESPONSIBILITY

It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all specifications, requirements and the State's intent as specified herein. If a Vendor discovers an inconsistency, error or omission in this solicitation, the Vendor should request a clarification from the State's contact person.

The Vendor will be responsible for investigating and recommending the most effective and efficient solution. Consideration shall be given to the stability of the proposed configuration and the future direction of technology, confirming to the best of their ability that the recommended approach is not short lived. Several approaches may exist for hardware configurations, other products and any software. The Vendor must provide a justification for their proposed hardware, product and software solution(s) along with costs thereof. Vendors are encouraged to present explanations of benefits and merits of their proposed solutions together with any accompanying Services, maintenance, warranties, value added Services or other criteria identified herein.

6.1.2 RIGHTS RESERVED

While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of North Carolina, or the procuring Agency, to award a contract. Upon determining that any of the following would be in its best interests, the State may:

- a) waive any formality;
- b) amend the solicitation;
- c) cancel or terminate this RFP;
- d) reject any or all offers received in response to this RFP;
- e) waive any undesirable, inconsequential, or inconsistent provisions of this RFP;
- f) if the response to this solicitation demonstrate a lack of competition, negotiate directly with one or more Vendors;
- g) not award, or if awarded, terminate any contract if the State determines adequate State funds are not available; or
- h) if all offers are found non-responsive, determine whether Waiver of Competition criteria may be satisfied, and if so, negotiate with one or more known sources of supply.

6.1.3 SOLICITATION AMENDMENTS OR REVISIONS

Any and all amendments or revisions to this document shall be made by written addendum from the Agency Procurement Office. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.

6.1.4 ORAL EXPLANATIONS

The State will not be bound by oral explanations or instructions given at any time during the bidding process or after award. Vendor contact regarding this RFP with anyone other than the State's contact person may be grounds for rejection of said Vendor's offer. Agency contact regarding this RFP with any Vendor may be grounds for cancellation of this RFP.

6.1.5 E-PROCUREMENT

This is an E-Procurement solicitation. See Attachment B, paragraph #38 of the attached North Carolina Department of Information Technology Terms and Conditions.

The Terms and Conditions made part of this solicitation contain language necessary for the implementation of North Carolina's statewide E-Procurement initiative. It is the Vendor's responsibility to read these terms and conditions carefully and to consider them in preparing the offer. By signature, the Vendor acknowledges acceptance of all terms and conditions including those related to E-Procurement.

- a) General information on the E-Procurement service can be found at <http://eprocurement.nc.gov/>
- b) Within two days after notification of award of a contract, the Vendor must register in NC E-Procurement @ Your Service at the following website: <http://eprocurement.nc.gov/Vendor.html>
- c) As of the RFP submittal date, the Vendor must be current on all E-Procurement fees. If the Vendor is not current on all E-Procurement fees, the State may disqualify the Vendor from participation in this RFP.

6.1.6 INTERACTIVE PURCHASING SYSTEM (IPS)

The State has implemented links to the Interactive Purchasing System (IPS) that allow the public to retrieve offer award information electronically from our Internet website: <https://www.ips.state.nc.us/ips/>. Click on the IPS BIDS icon, click on Search for BID, enter the Agency prefix-offer number 19-RFP-015403-WAX, and then search. This information may not be available for several weeks dependent upon the complexity of the acquisition and the length of time to complete the evaluation process.

6.1.7 PROTEST PROCEDURES

Protests of awards exceeding \$25,000 in value must be submitted to the issuing Agency at the address given on the first page of this document. Protests must be received in the purchasing agency's office within fifteen (15) calendar days from the date of this RFP award and provide specific reasons and any supporting documentation for the protest. **All protests are governed by Title 9, Department of Information Technology (formerly Office of Information Technology Services), Subchapter 06B Sections .1101 - .1121.**

6.2 GENERAL INSTRUCTIONS FOR VENDOR

6.2.1 QUESTIONS CONCERNING THE RFP

All inquiries regarding the RFP specifications or requirements are to be addressed to the contact person listed on Page One of the RFP. Vendor contact regarding this RFP with anyone other than the individual listed on Page One of this RFP may be grounds for rejection of said Vendor's offer.

Written questions concerning this RFP will be received until July 26, 2021 at 2:00 pm Eastern Time. They must be sent via e-mail to angela.wainright1@ncdps.gov. Please enter "Questions RFP 19-RFP-015403-WAX" as the subject for the email. Questions should be submitted in the following format:

REFERENCE	VENDOR QUESTION
RFP Section, Page Number	

6.2.2 ADDENDUM TO RFP

If a pre-offer conference is held or written questions are received prior to the submission date, an addendum comprising questions submitted and responses to such questions, or any additional terms deemed necessary by the State will be posted to the Interactive Purchasing System (IPS),

<https://www.ips.state.nc.us/ips/>, and shall become an Addendum to this RFP. Vendors' questions

posed orally at any pre-offer conference must be reduced to writing by the Vendor and provided to the Purchasing Officer as directed by said Officer. Oral answers are not binding on the State.

Critical updated information may be included in these Addenda. It is important that all Vendors bidding on this RFP periodically check the State website for any and all Addenda that may be issued prior to the offer opening date.

6.2.3 COSTS RELATED TO OFFER SUBMISSION

Costs for developing and delivering responses to this RFP and any subsequent presentations of the offer as requested by the State are entirely the responsibility of the Vendor. The State is not liable for any expense incurred by the Vendors in the preparation and presentation of their offers.

All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and the Vendor resulting from this RFP process.

6.2.4 VENDOR ERRATA AND EXCEPTIONS

Any errata or exceptions to the State's requirements and specifications may be presented on a separate page labeled "Exceptions to Requirements and Specifications". Include references to the corresponding requirements and specifications of the Solicitation. Any deviations shall be explained in detail. **The Vendor shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable. Offers of alternative or non-equivalent goods or services may be rejected if not found substantially conforming; and if offered, must be supported by independent documentary verification that the offer substantially conforms to the specified goods or services specification.** If a vendor materially deviates from RFP requirements or specifications, its offer may be determined to be non-responsive by the State.

Offers conditioned upon acceptance of Vendor Errata or Exceptions may be determined to be non-responsive by the State.

6.2.5 ALTERNATE OFFERS

The Vendor may submit alternate offers for various levels of service(s) or products meeting specifications. Alternate offers must specifically identify the RFP specifications and advantage(s) addressed by the alternate offer. Any alternate offers must be clearly marked with the legend as shown herein. Each offer must be for a specific set of Services or products and offer at specific pricing. If a Vendor chooses to respond with various service or product offerings, each must be an offer with a different price and a separate RFP offer. Vendors may also provide multiple offers for software or systems coupled with support and maintenance options, provided, however, all offers must satisfy the specifications.

Alternate offers must be submitted in a separate document and clearly marked "Alternate Offer for 'name of Vendor'" and numbered sequentially with the first offer if separate offers are submitted.

6.2.6 MODIFICATIONS TO OFFER

An offer may not be unilaterally modified by the Vendor.

6.2.7 BASIS FOR REJECTION

Pursuant to 9 NCAC 06B.0401, the State reserves the right to reject any and all offers, in whole or in part; by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered; non-compliance with the specifications or intent of this solicitation; lack of competitiveness; error(s) in specifications or indications that revision would be advantageous to the State; cancellation or other changes in the intended project, or other determination that the proposed specification is no

longer needed; limitation or lack of available funds; circumstances that prevent determination of the best offer; or any other determination that rejection would be in the best interest of the State.

6.2.8 NON-RESPONSIVE OFFERS

Vendor offers will be deemed non-responsive by the State and will be rejected without further consideration or evaluation if statements such as the following are included:

- “This offer does not constitute a binding offer”,
- “This offer will be valid only if this offer is selected as a finalist or in the competitive range”,
- “The Vendor does not commit or bind itself to any terms and conditions by this submission”,
- “This document and all associated documents are non-binding and shall be used for discussion purposes only”,
- “This offer will not be binding on either party until incorporated in a definitive agreement signed by authorized representatives of both parties”, or
- A statement of similar intent

6.2.9 VENDOR REGISTRATION WITH THE SECRETARY OF STATE

Vendors do not have to be registered with the NC Secretary of State to submit an offer; however, in order to receive an award/contract with the State, they must be registered. Registration can be completed at the following website: https://www.sosnc.gov/Guides/launching_a_business

6.2.10 VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM

The NC electronic Vendor Portal (eVP) allows Vendors to electronically register with the State to receive electronic notification of current procurement opportunities for goods and Services available on the Interactive Purchasing System at the following website: <https://www.ips.state.nc.us/ips/>.

This RFP is available electronically on the Interactive Purchasing System at <https://www.ips.state.nc.us/ips/>.

6.2.11 VENDOR POINTS OF CONTACT

CONTACTS AFTER CONTRACT AWARD:

Below are the Vendor Points of Contact to be used after award of the contract.

VENDOR CONTRACTUAL POINT OF CONTACT	VENDOR TECHNICAL POINT OF CONTACT
Medicalistics, LLC 14850 Montfort Dr. Suite 295 Dallas, TX 75254 Attn: Lawrence Bedard	Medicalistics, LLC 14850 Montfort Dr. Suite 295 Dallas, TX 75254 Attn: Lawrence Bedard

6.3 INSTRUCTIONS FOR OFFER SUBMISSION

6.3.1 GENERAL INSTRUCTIONS FOR OFFER

Vendors are strongly encouraged to adhere to the following general instructions in order to bring clarity and order to the offer and subsequent evaluation process:

- a) Organize the offer in the exact order in which the specifications are presented in the RFP. The Execution page of this RFP must be placed at the front of the Proposal. Each page should be numbered. The offer should contain a table of contents, which cross-references the RFP specification and the specific page of the response in the Vendor's offer.
- b) Provide complete and comprehensive responses with a corresponding emphasis on being concise and clear. Elaborate offers in the form of brochures or other presentations beyond that necessary to present a complete and effective offer are not desired.
- c) Clearly state your understanding of the problem(s) presented by this RFP including your proposed solution's ability to meet the specifications, including capabilities, features, and limitations, as described herein, and provide a cost offer.
- d) Supply all relevant and material information relating to the Vendor's organization, personnel, and experience that substantiates its qualifications and capabilities to perform the Services and/or provide the goods described in this RFP. If relevant and material information is not provided, the offer may be rejected from consideration and evaluation.
- e) Furnish all information requested; and if response spaces are provided in this document, the Vendor shall furnish said information in the spaces provided. Further, if required elsewhere in this RFP, each Vendor must submit with its offer sketches, descriptive literature and/or complete specifications covering the products offered. References to literature submitted with a previous offer will not satisfy this provision. Proposals that do not comply with these instructions may be rejected.
- f) Any offer that does not adhere to these instructions may be deemed non-responsive and rejected on that basis.
- g) **Only information that is received in response to this RFP will be evaluated.** Reference to information previously submitted or Internet Website Addresses (URLs) will not suffice as a response to this solicitation.

6.3.2 OFFER ORGANIZATION

Within each section of its offer, Vendor should address the items in the order in which they appear in this RFP. Forms, or attachments or exhibits, if any provided in the RFP, must be completed and included in the appropriate section of the offer. All discussion of offered costs, rates, or expenses must be presented in Section 4.0. Cost of Vendor's Offer.

The offer should be organized and indexed in the following format and should contain, at a minimum, all listed items below.

- a) Signed Execution Page
- b) Table of Contents
- c) Firm's Tax Identification Info (Attachment D)
- d) Vendor Response to Specifications and Requirements
- e) Security Vendor Readiness Assessment Report (VRAR)
- f) Architecture Diagrams
- g) Cost of Vendor's Offer (Attachment E)
- h) Schedule of Offered Solution
- i) Signed Vendor Certification Form (Attachment F)
- j) Location of Workers Utilized by Vendor Form (Attachment G)
- k) References (Attachment H)
- l) Financial Statements (Attachment I)
- m) Errata and Exceptions, if any
- n) Vendor's License and Maintenance Agreements, if any
- o) Supporting material such as technical system documentation, training examples, etc.
- p) Vendor may attach other supporting materials that it feels may improve the quality of its response. These materials should be included as items in a separate appendix.
- q) Description of Vendor Submitting Offer Form (Attachment J)
- r) All pages of this solicitation document (including Attachments A, B, and C)

6.3.3 OFFER SUBMITTAL

IMPORTANT NOTE: Vendor shall bear the risk for late submission due to unintended or unanticipated delay—whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. **Vendor must include all the pages of this solicitation in their response.** It is the Vendor's sole responsibility to ensure its offer has been delivered to this Office by the specified time and date of opening. Any proposal-delivered after the proposal deadline will be rejected.

Offer Submission Details:

DELIVER TO:

RFP NUMBER: 19-RFP-015403-WAX

3030 Hammond Business Place

Raleigh, NC 27603

Attn:Angela Wainright

Sealed offers, subject to the conditions made a part hereof, will be received at 3030 Hammond Business Place Raleigh NC until 2:00pm Eastern Time on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Offers must be submitted in a sealed package with the Execution page signed and dated by an official authorized to bind the Vendor's firm. Failure to return a signed offer shall result in disqualification.

For offers submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the State's Mail Service Center. Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal by U.S. Postal Service, courier, or other delivery service. **Attempts to submit a proposal via facsimile (FAX) machine, telephone or email in response to this RFP shall NOT be accepted.**

- a) Submit **one (1) signed, original executed paper copy** and **one (1) signed, original executed** offer electronically to the address identified in the table above.
- b) Submit your proposal in a sealed package. Clearly mark each package with Vendor name and the RFP number. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.
- c) Copies of proposal files must be provided on separate read-only flash drives. File contents **SHALL NOT** be password protected the file formats shall be in .DOC, .PDF or .XLS format, and shall be capable of being copied to other sources.
- d) If the Vendor's proposal contains any confidential information (as defined in Attachment B, Paragraph #18), then the Vendor must provide one (1) signed, original offer and one (1) redacted copy on the USB flash drive.

7.0 OTHER REQUIREMENTS AND SPECIAL TERMS

7.0 OTHER REQUIREMENTS AND SPECIAL TERMS

7.1 VENDOR UTILIZATION OF WORKERS OUTSIDE OF U.S.

In accordance with N.C.G.S. §143B-1361(b), the Vendor must detail the manner in which it intends to utilize resources or workers in the RFP response. The State of North Carolina will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award for any such Vendor's offer.

Complete ATTACHMENT G - Location of Workers Utilized by Vendor and submit with your offer.

7.2 FINANCIAL STATEMENTS

The Vendor shall provide evidence of financial stability by returning with its offer 1) completed Financial Review Form (Attachment I), and 2) copies of Financial Statements as further described hereinbelow. As used herein, Financial Statements shall exclude tax returns and compiled statements.

- a) For a publicly traded company, Financial Statements for the past three (3) fiscal years, including at a minimum, income statements, balance sheets, and statement of changes in financial position or cash flows. If three (3) years of financial statements are not available, this information shall be provided to the fullest extent possible, but not less than one year. If less than 3 years, the Vendor must explain the reason why they are not available.
- b) For a privately held company, when certified audited financial statements are not prepared: a written statement from the company's certified public accountant stating the financial condition, debt-to-asset ratio for the past three (3) years and any pending actions that may affect the company's financial condition.
- c) The State may, in its sole discretion, accept evidence of financial stability other than Financial Statements for the purpose of evaluating Vendors' responses to this RFP. The State reserves the right to determine whether the substitute information meets the requirements for Financial Information sufficiently to allow the State to evaluate the sufficiency of financial resources and the ability of the business to sustain performance of this RFP award. Scope Statements issued may require the submission of Financial Statements and specify the number of years to be provided, the information to be provided, and the most recent date required.

7.3 FINANCIAL RESOURCES ASSESSMENT, QUALITY ASSURANCE, PERFORMANCE AND RELIABILITY

- a) Contract Performance Security. The State reserves the right to require performance guaranties pursuant to N.C.G.S. §143B-1340(f) and 09 NCAC 06B.1207 from the Vendor without expense to the State.
- b) Project Assurance, Performance and Reliability Evaluation – Pursuant to N.C.G.S. §143B-1340, the State CIO may require quality assurance reviews of Projects as necessary.

7.4 VENDOR'S LICENSE OR SUPPORT AGREEMENTS

Vendor should present its license or support agreements for review and evaluation. Terms offered for licensing and support of Vendors' proprietary assets will be considered.

The terms and conditions of the Vendor's standard services, license, maintenance or other agreement(s) applicable to Services, Software and other Products acquired under this RFP may apply to the extent such terms and conditions do not materially change the terms and conditions of this RFP. In the event of any conflict between the terms and conditions of this RFP and the Vendor's standard agreement(s), the terms and conditions of this RFP relating to audit and records, jurisdiction, choice of law, the State's electronic procurement application of law or administrative rules, the remedy for intellectual property infringement and the exclusive remedies and limitation of liability in the DIT Terms and Conditions herein shall apply in all cases and supersede any provisions contained in the Vendor's relevant standard

agreement or any other agreement. The State shall not be obligated under any standard license and/or maintenance or other Vendor agreement(s) to indemnify or hold harmless the Vendor, its licensors, successors or assigns, nor arbitrate any dispute, nor pay late fees, penalties, legal fees or other similar costs.

7.5 RESELLERS

If the Offer is made by a Reseller that purchased the offered items for resale or license to the Agency, or offered based upon an agreement between the Offeror and a third party, and that the proprietary and intellectual property rights associated with the items are owned by parties other than the Reseller ("Third Parties"). The Agency further acknowledges that except for the payment to the Reseller for the Third Party items, all of its rights and obligations with respect thereto flow from and to the Third Parties. The Reseller shall provide the Agency with copies of all documentation and warranties for the Third Party items which are provided to the Reseller. The Reseller shall assign all applicable third party warranties for Deliverables to the Agency. The State reserves all rights to utilize existing agreements with such Third Parties or to negotiate agreements with such Third Parties as the State deems necessary or proper to achieve the intent of this RFP.

7.6 DISCLOSURE OF LITIGATION

The Vendor's failure to fully and timely comply with the terms of this section, including providing reasonable assurances satisfactory to the State, may constitute a material breach of the Agreement.

- a) The Vendor shall notify the State in its offer, if it, or any of its subcontractors, or their officers, directors, or key personnel who may provide Services under any contract awarded pursuant to this solicitation, have ever been convicted of a felony, or any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception. The Vendor shall promptly notify the State of any criminal litigation, investigations or proceeding involving the Vendor or any subcontractor, or any of the foregoing entities' then current officers or directors during the term of the Agreement or any Scope Statement awarded to the Vendor.
- b) The Vendor shall notify the State in its offer, and promptly thereafter as otherwise applicable, of any civil litigation, arbitration, proceeding, or judgments against it or its subcontractors during the three (3) years preceding its offer, or which may occur during the term of any awarded to the Vendor pursuant to this solicitation, that involve (1) Services or related goods similar to those provided pursuant to any contract and that involve a claim that may affect the viability or financial stability of the Vendor, or (2) a claim or written allegation of fraud by the Vendor or any subcontractor hereunder, arising out of their business activities, or (3) a claim or written allegation that the Vendor or any subcontractor hereunder violated any federal, state or local statute, regulation or ordinance. Multiple lawsuits and or judgments against the Vendor or subcontractor shall be disclosed to the State to the extent they affect the financial solvency and integrity of the Vendor or subcontractor.
- c) All notices under subsection A and B herein shall be provided in writing to the State within thirty (30) calendar days after the Vendor learns about any such criminal or civil matters; unless such matters are governed by the DIT Terms and Conditions annexed to the solicitation. Details of settlements which are prevented from disclosure by the terms of the settlement shall be annotated as such. Vendor may rely on good faith certifications of its subcontractors addressing the foregoing, which certifications shall be available for inspection at the option of the State.

7.7 CRIMINAL CONVICTION

In the event the Vendor, an officer of the Vendor, or an owner of a 25% or greater share of the Vendor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of North Carolina employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Vendor's business integrity and such vendor shall be prohibited from entering into a contract for goods or Services with any department, institution or agency of the State.

7.8 SECURITY AND BACKGROUND CHECKS

The Agency reserves the right to conduct a security background check or otherwise approve any employee or agent provided by the Vendor, and to refuse access to or require replacement of any such personnel for cause, including, but not limited to, technical or training qualifications, quality of work or change in security status or non-compliance with the Agency's security or other similar requirements.

All State and Vendor personnel that have access to data restricted by the State Security Manual and Policies must have a security background check performed. The Vendors are responsible for performing all background checks of their workforce and subcontractors. The State reserves the right to check for non-compliance.

7.9 ASSURANCES

In the event that criminal or civil investigation, litigation, arbitration or other proceedings disclosed to the State pursuant to this Section, or of which the State otherwise becomes aware, during the term of the Agreement, causes the State to be reasonably concerned about:

- a) the ability of the Vendor or its subcontractor to continue to perform the Agreement in accordance with its terms and conditions, or
- b) whether the Vendor or its subcontractor in performing Services is engaged in conduct which is similar in nature to conduct alleged in such investigation, litigation, arbitration or other proceedings, which conduct would constitute a breach of the Agreement or violation of law, regulation or public policy, then the Vendor shall be required to provide the State all reasonable assurances requested by the State to demonstrate that: the Vendor or its subcontractors hereunder will be able to continue to perform the Agreement in accordance with its terms and conditions, and the Vendor or its subcontractors will not engage in conduct in performing Services under the Agreement which is similar in nature to the conduct alleged in any such litigation, arbitration or other proceedings.

7.10 CONFIDENTIALITY OF OFFERS

All offers and any other RFP responses shall be made public as required by the NC Public Records Act and GS 143B-1350. Vendors may mark portions of offers as confidential or proprietary, after determining that such information is excepted from the NC Public Records Act, provided that such marking is clear and unambiguous and preferably at the top and bottom of each page containing confidential information. Standard restrictive legends appearing on every page of an offer are not sufficient and shall not be binding upon the State.

Certain State information is not public under the NC Public Records Act and other laws. Any such information which the State designates as confidential and makes available to the Vendor in order to respond to the RFP or carry out the Agreement, or which becomes available to the Vendor in carrying out the Agreement, shall be protected by the Vendor from unauthorized use and disclosure. The Vendor shall not be required under the provisions of this section to keep confidential, (1) information generally available to the public, (2) information released by the State generally, or to the Vendor without restriction,

(3) information independently developed or acquired by the Vendor or its personnel without reliance in any way on otherwise protected information of the State. Notwithstanding the foregoing restrictions, the Vendor and its personnel may use and disclose any information which it is otherwise required by law to disclose, but in each case only after the State has been so notified, and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

7.11 PROJECT MANAGEMENT

All project management and coordination on behalf of the Agency shall be through a single point of contact designated as the Agency Project Manager. The Vendor shall designate a Vendor Project Manager who will provide a single point of contact for management and coordination of the Vendor's work. All work performed pursuant to the Agreement shall be coordinated between the Agency Project Manager and the Vendor Project Manager.

7.12 MEETINGS

The Vendor is required to meet with Agency personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the Agreement. Meetings will occur as problems arise and will be coordinated by Agency. The Vendor will be given reasonable and sufficient notice of meeting dates, times, and locations. Face to face meetings are desired. However, at the Vendor's option and expense, a conference call meeting may be substituted.

7.13 RECYCLING AND SOURCE REDUCTION

It is the policy of this State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable, and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of goods purchased. However, no sacrifice in quality of packaging will be acceptable. The Vendor remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Vendors are strongly urged to bring to the attention of the purchasers at the NCDIT Statewide IT Procurement Office those products or packaging they offer which have recycled content and that are recyclable.

7.14 SPECIAL TERMS AND CONDITIONS

Reserved.

ATTACHMENTS

ATTACHMENT A: DEFINITIONS

- 1) **24x7:** A statement of availability of systems, communications, and/or supporting resources every hour (24) of each day (7 days weekly) throughout every year for periods specified herein. Where reasonable downtime is accepted, it will be stated herein. Otherwise, 24x7 implies NO loss of availability of systems, communications, and/or supporting resources.
- 2) **Cybersecurity Incident (GS 143B-1320):** An occurrence that:
 - a. Actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or
 - b. Constitutes a violation or imminent threat of violation of law, security policies, privacy policies, security procedures, or acceptable use policies.
- 3) **Deliverables:** Deliverables, as used herein, shall comprise all Hardware, Vendor Services, professional Services, Software and provided modifications to any Software, and incidental materials, including any goods, Software or Services access license, data, reports and documentation provided or created during the performance or provision of Services hereunder. Deliverables include “Work Product” and means any expression of Licensor’s findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, enhancements, and other technical information; but not source and object code or software.
- 4) **Goods:** Includes intangibles such as computer software; provided, however that this definition does not modify the definition of “goods” in the context of N.C.G.S. §25-2-105 (UCC definition of goods).
- 5) **NCDIT or DIT:** The NC Department of Information Technology.
- 6) **Open Market Contract:** A contract for the purchase of goods or Services not covered by a term, technical, or convenience contract.
- 7) **Reasonable, Necessary or Proper:** as used herein shall be interpreted solely by the State of North Carolina.
- 8) **Request for Proposal (RFP):** The RFP is a formal, written solicitation document typically used for seeking competition and obtaining offers for more complex services or a combination of goods and services. The RFP is used when the value is over \$10,000. This document contains specifications of the RFP, instructions to bidders and the standard IT Terms and Conditions for Goods and Related Services. User should add Supplemental Terms and Conditions for Software and Services, when applicable.
- 9) **Security Breach:** As defined in N.C.G.S. §75-61.
- 10) **Significant Security Incident (GS 143B-1320):** A cybersecurity incident that is likely to result in demonstrable harm to the State’s security interests, economy, critical infrastructure, or to the public confidence, civil liberties, or public health and safety of the residents of North Carolina. A significant cybersecurity incident is determined by the following factors:
 - a. Incidents that meet thresholds identified by the Department jointly with the Department of Public Safety that involve information:
 - i. That is not releasable to the public and that is restricted or highly restricted according to Statewide Data Classification and Handling Policy; or
 - ii. That involves the exfiltration, modification, deletion, or unauthorized access, or lack of availability to information or systems within certain parameters to include (i) a specific threshold of number of records or users affected as defined in G.S. 75-65 or (ii) any additional data types with required security controls.
 - b. Incidents that involve information that is not recoverable or cannot be recovered within defined time lines required to meet operational commitments defined jointly by the State agency and the

Department or can be recovered only through additional measures and has a high or medium functional impact to the mission of an agency.

11) Vendor: Company, firm, corporation, partnership, individual, etc., submitting an offer in response to a solicitation.

ATTACHMENT B: DEPARTMENT OF INFORMATION TECHNOLOGY TERMS AND CONDITIONS

Section 1. Software As A Service Terms and Conditions

1) DEFINITIONS:

- a) "Data" includes means information, formulae, algorithms, or other content that the State, the State's employees, agents and end users upload, create or modify using the Services pursuant to this Agreement. Data also includes user identification information and metadata which may contain Data or from which the State's Data may be ascertainable.
- b) Deliverable/Product Warranties shall mean and include the warranties provided for products or deliverables licensed to the State as included in Paragraph 7) c) of these Terms and Conditions unless superseded by a Vendor's Warranties pursuant to Vendor's License or Support Agreements.
- c) "Services" shall mean the duties and tasks undertaken by the Vendor to fulfill the requirements and specifications of this solicitation, including, without limitation, providing web browser access by authorized users to certain Vendor online software applications identified herein, and to related services, such as Vendor hosted Computer storage, databases, Support, documentation, and other functionalities, all as a Software as a Service ("SaaS") solution.
- d) "State" shall mean the State of North Carolina, the Department of Information Technology as an agency, or the agency identified in this solicitation as the Purchasing Agency and Award Authority.
- e) "Support" includes provision of ongoing updates and maintenance for the Vendor online software applications, and as may be specified herein, consulting, training and other support Services as provided by the Vendor for SaaS tenants receiving similar SaaS Services.

2) ACCESS AND USE OF SAAS SERVICES:

- a) Vendor grants the State a personal non-transferable and non-exclusive right to use and access, all Services and other functionalities or services provided, furnished or accessible under this Agreement. The State may utilize the Services as agreed herein and in accordance with any mutually agreed Acceptable Use Policy. The State is authorized to access State Data and any Vendor-provided data as specified herein and to transmit revisions, updates, deletions, enhancements, or modifications to the State Data. This shall include the right of the State to, and access to, Support without the Vendor requiring a separate maintenance or support agreement. Subject to an agreed limitation on the number of users, the State may use the Services with any computer, computer system, server, or desktop workstation owned or utilized by the State or other authorized users. User access to the Services shall be routinely provided by the Vendor and may be subject to a more specific Service Level Agreement (SLA) agreed to in writing by the parties. The State shall notify the Vendor of any unauthorized use of any password or account, or any other known or suspected breach of security access. The State also agrees to refrain from taking any steps, such as reverse engineering, reverse assembly or reverse compilation to derive a source code equivalent to the Services or any portion thereof. Use of the Services to perform services for commercial third parties (so-called "service bureau" uses) is not permitted, but the State may utilize the Services to perform its governmental functions. If the Services fees are based upon the number of Users and/or hosted instances, the number of Users/hosted instances available may be adjusted at any time (subject to the restrictions on the maximum number of Users specified in the Furnish and Deliver Table herein above) by mutual agreement and State Procurement approval. All Services and information designated as "confidential" or "proprietary" shall be kept in confidence except as may be required by the North Carolina Public Records Act: N.C.G.S. § 132-1, *et. seq.*
- b) The State's access license for the Services and its associated services neither transfers, vests, nor infers any title or other ownership right in any intellectual property rights of the Vendor or any third party, nor does this license transfer, vest, or infer any title or other ownership right in any source code associated with the Services unless otherwise agreed to by the parties. The provisions of this paragraph will not be construed as a sale of any ownership rights in the Services. Any Services or technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Vendor or such other party, respectively. Vendor has a limited, non-exclusive license to access and use the State Data as provided to Vendor, but solely for performing its obligations under this Agreement and in confidence as provided herein.
- c) Vendor or its suppliers shall at minimum, and except as otherwise agreed, provide telephone assistance to the State for all Services procured hereunder during the State's normal business hours (unless different hours are specified herein). Vendor warrants that its Support and customer service and assistance will be performed in accordance with generally accepted industry standards. The State has the right to receive the benefit of upgrades, updates, maintenance releases or other enhancements or modifications made generally available to Vendor's SaaS tenants for similar Services. Vendor's right to a new use agreement for new version releases of the Services shall not be abridged by the foregoing. Vendor may, at no additional charge, modify the Services to improve operation and reliability or to meet legal requirements.

- d) Vendor will provide to the State the same Services for updating, maintaining and continuing optimal performance for the Services as provided to other similarly situated users or tenants of the Services, but minimally as provided for and specified herein. Unless otherwise agreed in writing, Support will also be provided for any other (e.g., third-party) software provided by the Vendor in connection with the Vendor's solution herein. The technical and professional activities required for establishing, managing, and maintaining the Services environment are the responsibilities of the Vendor. Any training specified herein will be provided by the Vendor to certain State users for the fees or costs as set forth herein or in an SLA.
- e) Services provided pursuant to this Solicitation may, in some circumstances, be accompanied by a user clickwrap agreement. The term clickwrap agreement refers to an agreement that requires the end user to manifest his or her assent to terms and conditions by clicking an "ok" or "agree" button on a dialog box or pop-up window as part of the process of access to the Services. All terms and conditions of any clickwrap agreement provided with any Services solicited herein shall have no force and effect and shall be non-binding on the State, its employees, agents, and other authorized users of the Services.
- f) The Vendor may utilize partners and/or subcontractors to assist in the provision of the Services, so long as the State Data is not removed from the United States unless the terms of storage of the State Data are clearly disclosed, the security provisions referenced herein can still be complied with, and such removal is done with the prior express written permission of the State. The Vendor shall identify all of its strategic business partners related to Services provided under this contract, including but not limited to, all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Vendor, who will be involved in any application development and/or operations.
- g) Vendor warrants that all Services will be performed with professional care and skill, in a workmanlike manner and in accordance with the Services documentation and this Agreement.
- h) An SLA or other agreed writing shall contain provisions for scalability of Services and any variation in fees or costs as a result of any such scaling.
- i) Professional services provided by the Vendor at the request by the State in writing in addition to agreed Services shall be at the then-existing Vendor hourly rates when provided, unless otherwise agreed in writing by the parties.

3) WARRANTY OF NON-INFRINGEMENT; REMEDIES.

- a) Vendor warrants to the best of its knowledge that:
 - i) The Services do not infringe any intellectual property rights of any third party; and
 - ii) There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;
- b) Reserved.
- c) Reserved.
- d) Reserved.

4) ACCESS AVAILABILITY; REMEDIES:

- a) The Vendor warrants that the Services will be in good working order, and operating in conformance with Vendor's standard specifications and functions as well as any other specifications agreed to by the parties in writing, and shall remain accessible 24/7, with the exception of scheduled outages for maintenance and of other service level provisions agreed in writing, e.g., in an SLA. Vendor does not warrant that the operation of the Services will be completely uninterrupted or error free, or that the Services functions will meet all the State's requirements, unless developed as Customized Services.
- b) The State shall notify the Vendor if the Services are not in good working order or inaccessible during the term of the Agreement. Vendor shall, at its option, either repair, replace or reperform any Services reported or discovered as not being in good working order and accessible during the applicable contract term without cost to the State. If the Services monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to receive automatic credits as indicated immediately below, or the State may use other contractual remedies such as recovery of damages, as set forth herein in writing, e.g., in Specifications, Special Terms or in an SLA, and as such other contractual damages are limited by N.C.G.S. §143B-1350(h1) and the Limitation of Liability paragraph below. If not otherwise provided, the automatic remedies for nonavailability of the Subscription Services during a month are:
 - 1. A 10% service credit applied against future fees if Vendor does not reach 99.9% availability.
 - 2. A 25% service credit applied against future fees if Vendor does not reach 99% availability.
 - 3. A 50% service credit applied against future fees or eligibility for early termination of the Agreement if Vendor does not reach 95% availability.

If, however, Services meet the 99.9% service availability level for a month, but are not available for a consecutive 120 minutes during that month, the Vendor shall grant to the State a credit of a pro-rated one-day of the monthly subscription Services fee against future Services charges. Such credit(s) shall be applied to the bill immediately following the month in which Vendor failed to meet the performance requirements or other service levels, and the

credit will continue to be deducted from the monthly invoice for each prior month that Vendor fails to meet the support response times for the remainder of the duration of the Agreement. If Services monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may also terminate the contract for material breach in accordance with the Default provisions hereinbelow.

- c) Support Services. If Vendor fails to meet Support Service response times as set forth herein or in an SLA for a period of three consecutive months, a 10% service credit will be deducted from the invoice in the month immediately following the third month, and the 10% service credit will continue to be deducted from the monthly invoice for each month that Vendor fails to meet the support response times for the remainder of the duration of the Agreement.

5) EXCLUSIONS:

- a) Except as stated above in Paragraphs 3 and 4, Vendor and its parent, subsidiaries and affiliates, subcontractors and suppliers make no warranties, express or implied, as to the Services.
- b) The warranties provided in Paragraphs 3 and 4 above do not cover repair for damages, malfunctions or service failures substantially caused by:
 - i) Actions of non-Vendor personnel;
 - ii) Failure to follow Vendor's written instructions relating to the Services provided to the State; or
 - iii) Force Majeure conditions set forth hereinbelow.
 - iv) The State's sole misuse of, or its own inability to use, the Services.

6) PERFORMANCE REVIEW AND ACCOUNTABILITY. N.C.G.S. § 143B-1340(f) and 09 NCAC 06B.1207 require provisions for performance review and accountability in State IT contracts. For this procurement, these shall include the holding a retainage of 10% of the contract value and withholding the final payment contingent on final acceptance by the State as provided in 09 NCAC 06B.1207(3) and (4), unless waived or otherwise agreed, in writing. The Services herein will be provided consistent with and under these Services performance review and accountability guarantees.

7) LIMITATION OF LIABILITY: Limitation of Vendor's Contract Damages Liability:

- a) Where Services are under the State's exclusive management and control, the Vendor shall not be liable for direct damages caused by the State's failure to fulfill any State responsibilities of assuring the proper use, management and supervision of the Services and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for the State's intended use of the Services.
- b) The Vendor's liability for damages to the State arising under the contract shall be limited to two times the value of the Contract.
- c) The foregoing limitation of liability shall not apply to claims covered by other specific provisions including but not limited to Service Level Agreement or Deliverable/Product Warranty compliance, or to claims for injury to persons or damage to tangible personal property, gross negligence or willful or wanton conduct. This limitation of liability does not apply to contributions among joint tortfeasors under N.C.G.S. 1B-1 et seq., the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on this Contract. For avoidance of doubt, the Parties agree that the Service Level Agreement and Deliverable/Product Warranty Terms in the Contract are intended to provide the sole and exclusive remedies available to the State under the Contract for the Vendor's failure to comply with the requirements stated therein.

8) VENDOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

- a) The Vendor shall be liable for damages arising out of personal injuries and/or damage to real or tangible personal property of the State, employees of the State, persons designated by the State for training, or person(s) other than agents or employees of the Vendor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Vendor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Vendor.
- b) The Vendor agrees to indemnify, defend and hold the Agency and the State and its Officers, employees, agents and assigns harmless from any liability relating to personal injury or injury to real or personal property of any kind, accruing or resulting to any other person, firm or corporation furnishing or supplying work, Services, materials or supplies in connection with the performance of this Agreement, whether tangible or intangible, arising out of the ordinary negligence, willful or wanton negligence, or intentional acts of the Vendor, its officers, employees, agents, assigns or subcontractors.
- c) Vendor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Vendor.

9) MODIFICATION OF SERVICES: If Vendor modifies or replaces the Services provided to the State and other tenants, and if the State has paid all applicable Subscription Fees, the State shall be entitled to receive, at no additional charge, access to a newer version of the Services that supports substantially the same functionality as the then accessible version of the Services. Newer versions of the Services containing substantially increased functionality may be made available to the State for an additional subscription fee. In the event of either of such modifications, the then accessible

version of the Services shall remain fully available to the State until the newer version is provided to the State and accepted. If a modification materially affects the functionality of the Services as used by the State, the State, at its sole option, may defer such modification.

10) TRANSITION PERIOD:

- a) For ninety (90) days, either prior to the expiration date of this Agreement, or upon notice of termination of this Agreement, Vendor shall assist the State, upon written request, in extracting and/or transitioning all Data in the format determined by the State ("Transition Period").
- b) The Transition Period may be modified in an SLA or as agreed upon in writing by the parties in a contract amendment.
- c) During the Transition Period, Services access shall continue to be made available to the State without alteration.
- d) Vendor agrees to compensate the State for damages or losses the State incurs as a result of Vendor's failure to comply with this Transition Period section in accordance with the Limitation of Liability provisions above.
- e) Upon termination, and unless otherwise stated in an SLA, and after providing the State Data to the State as indicated above in this section with acknowledged receipt by the State in writing, the Vendor shall permanently destroy or render inaccessible any portion of the State Data in Vendor's and/or subcontractor's possession or control following the completion and expiration of all obligations in this section. Within thirty (30) days, Vendor shall issue a written statement to the State confirming the destruction or inaccessibility of the State's Data.
- f) The State at its option, may purchase additional Transition services as may be agreed upon in a supplemental agreement.

11) TRANSPORTATION: Transportation charges for any Deliverable sent to the State other than electronically or by download, shall be FOB Destination unless delivered by internet or file-transfer as agreed by the State, or otherwise specified in the solicitation document or purchase order.

12) TRAVEL EXPENSES: All travel expenses should be included in the Vendor's proposed costs. Separately stated travel expenses will not be reimbursed. In the event that the Vendor may be eligible to be reimbursed for travel expenses specifically agreed to in writing and arising under the performance of this Agreement, reimbursement will be at the out-of-state rates set forth in G.S. §138-6; as amended from time to time. Vendor agrees to use the lowest available airfare not requiring a weekend stay and to use the lowest available rate for rental vehicles. All Vendor incurred travel expenses shall be billed on a monthly basis, shall be supported by receipt and shall be paid by the State within thirty (30) days after invoice approval. Travel expenses exceeding the foregoing rates shall not be paid by the State. The State will reimburse travel allowances only for days on which the Vendor is required to be in North Carolina performing Services under this Agreement.

13) PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES: Vendor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any contract or award issued by the State. Subsequent discovery by the State of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding Agreements with the Vendor. Violations of this provision may result in debarment of the Vendor(s) or Vendor(s) as permitted by 9 NCAC 06B.1207, or other provision of law.

14) AVAILABILITY OF FUNDS: Any and all payments by the State are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the State for the purposes set forth in this Agreement. If this Agreement or any Purchase Order issued hereunder is funded in whole or in part by federal funds, the State's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Agreement or Purchase Order. If the term of this Agreement extends into fiscal years subsequent to that in which it is approved such continuation of the Agreement *is expressly contingent upon* the appropriation, allocation, and availability of funds by the N.C. Legislature for the purposes set forth in the Agreement. If funds to effect payment are not available, the State will provide written notification to Vendor. If the Agreement is terminated under this paragraph, Vendor agrees to terminate any Services supplied to the State under this Agreement, and relieve the State of any further obligation thereof. The State shall remit payment for Services accepted on or prior to the date of the aforesaid notice in conformance with the payment terms.

15) PAYMENT TERMS:

- a) Payment may be made by the State in advance of or in anticipation of subscription Services to be actually performed under the Agreement or upon proper invoice for other Services rendered. Payment terms are Net 30 days after receipt of correct invoice. Initial payments are to be made after final acceptance of the Services. Payments are subject to any retainage requirements herein. The Purchasing State Agency is responsible for all payments under the Agreement. Subscription fees for term years after the initial year shall be as quoted under State options herein, but shall not increase more than 5% over the prior term, except as the parties may have agreed to an alternate formula to determine such increases in writing. No additional charges to the State will be permitted based upon, or arising from, the State's use of a Business Procurement Card. The State may exercise any and all rights of Set Off as permitted in Chapter 105A-1 *et seq.* of the N.C. General Statutes and applicable Administrative Rules.

- b) Upon Vendor's written request of not less than 30 days and approval by the State, the State may:
 - i) Forward the Vendor's payment check(s) directly to any person or entity designated by the Vendor, or
 - ii) Include any person or entity designated in writing by Vendor as a joint payee on the Vendor's payment check(s), however,
 - iii) In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Agreement obligations.
- c) For any third party software licensed by Vendor or its subcontractors for use by the State, a copy of the software license including terms acceptable to the State, an assignment acceptable to the State, and documentation of license fees paid by the Vendor must be provided to the State before any related license fees or costs may be billed to the State.
- d) An undisputed invoice is an invoice for which the State and/or the Purchasing State Agency has not disputed in writing within thirty (30) days from the invoice date, unless the agency requests more time for review of the invoice. Upon Vendor's receipt of a disputed invoice notice, Vendor will work to correct the applicable invoice error, provided that such dispute notice shall not relieve the State or the applicable Purchasing State Agency from its payment obligations for the undisputed items on the invoice or for any disputed items that are ultimately corrected. The Purchasing State Agency is not required to pay the Vendor for any Software or Services provided without a written purchase order from the appropriate Purchasing State Agency. In addition, all such Services provided must meet all terms, conditions, and specifications of this Agreement and purchase order and be accepted as satisfactory by the Purchasing State Agency before payment will be issued.
- e) The Purchasing State Agency shall release any amounts held as retainages for Services completed within a reasonable period after the end of the period(s) or term(s) for which the retainage was withheld. Payment retainage shall apply to all invoiced items, excepting only such items as Vendor obtains from Third Parties and for which costs are chargeable to the State by agreement of the Parties. The Purchasing State Agency, in its sole discretion, may release retainages withheld from any invoice upon acceptance of the Services identified or associated with such invoices.

16) ACCEPTANCE CRITERIA:

- a) Initial acceptance testing is required for all Vendor supplied Services before going live, unless provided otherwise in the solicitation documents or a Statement of Work. The State may define such processes and procedures as may be necessary or proper, in its opinion and discretion, to ensure compliance with the State's specifications and Vendor's technical representations. Acceptance of Services may be controlled by additional written terms as agreed by the parties.
- b) After initial acceptance of Services, the State shall have the obligation to notify Vendor, in writing and within ten (10) days following provision of any Deliverable described in the contract if it is not acceptable. The notice shall specify in reasonable detail the reason(s) a Deliverable is unacceptable. Acceptance by the State of any Vendor re-performance or correction shall not be unreasonably withheld, but may be conditioned or delayed as required for confirmation by the State that the issue(s) in the notice have been successfully corrected.

17) CONFIDENTIALITY: The State may maintain the confidentiality of certain types of information described in N.C. Gen. Stat. §132-1, *et seq.* Such information may include trade secrets defined by N.C. Gen. Stat. §66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132-1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "**CONFIDENTIAL.**" By so marking any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions marked "confidential" meet the requirements of the Rules and Statutes set forth above. **However, under no circumstances shall price information be designated as confidential.** The State agrees to promptly notify the Vendor in writing of any action seeking to compel the disclosure of Vendor's confidential information. If an action is brought pursuant to N.C. Gen. Stat. §132-9 to compel the State to disclose information marked "confidential," the Vendor agrees that it will intervene in the action through its counsel and participate in defending the State, including any public official(s) or public employee(s). The Vendor agrees that it shall hold the State and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against the State in the action. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The State shall have no liability to Vendor with respect to the disclosure of Vendor's confidential information ordered by a court of competent jurisdiction pursuant to N.C. Gen. Stat. §132-9 or other applicable law.

18) SECURITY OF STATE DATA:

- a) All materials, including software, Data, information and documentation provided by the State to the Vendor (State Data) during the performance or provision of Services hereunder are the property of the State of North Carolina and must be kept secure and returned to the State. The Vendor will protect State Data in its hands from unauthorized disclosure, loss, damage, destruction by natural event, or other eventuality. Proprietary Vendor

materials shall be identified to the State by Vendor prior to use or provision of Services hereunder and shall remain the property of the Vendor. Derivative works of any Vendor proprietary materials prepared or created during the performance of provision of Services hereunder shall be provided to the State as part of the Services. The Vendor shall not access State User accounts, or State Data, except (i) during data center operations, (ii) in response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at State's written request. The Vendor shall protect the confidentiality of all information, Data, instruments, studies, reports, records and other materials provided to it by the State or maintained or created in accordance with this Agreement. No such information, Data, instruments, studies, reports, records and other materials in the possession of Vendor shall be disclosed in any form without the prior written agreement with the State. The Vendor will have written policies governing access to and duplication and dissemination of all such information, Data, instruments, studies, reports, records and other materials.

- b) The Vendor shall not store or transfer non-public State data outside of the United States. This includes backup data and Disaster Recovery locations. The Service Provider will permit its personnel and contractors to access State of North Carolina data remotely only as required to provide technical support.
- c) Protection of personal privacy and sensitive data. The Vendor acknowledges its responsibility for securing any restricted or highly restricted data, as defined by the Statewide Data Classification and Handling Policy (<https://it.nc.gov/document/statewide-data-classification-and-handling-policy>) that is collected by the State and stored in any Vendor site or other Vendor housing systems including, but not limited to, computer systems, networks, servers, or databases, maintained by Vendor or its agents or subcontractors in connection with the provision of the Services. The Vendor warrants, at its sole cost and expense, that it shall implement processes and maintain the security of data classified as restricted or highly restricted; provide reasonable care and efforts to detect fraudulent activity involving the data; and promptly notify the State of any breaches of security within 24 hours of confirmation as required by N.C.G.S. § 143B-1379.
- d) The Vendor will provide and maintain secure backup of the State Data. The Vendor shall implement and maintain secure passwords for its online system providing the Services, as well as all appropriate administrative, physical, technical and procedural safeguards at all times during the term of this Agreement to secure such Data from Data Breach, protect the Data and the Services from loss, corruption, unauthorized disclosure, and the introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its Data and the Services. The Vendor will allow periodic back-up of State Data by the State to the State's infrastructure as the State requires or as may be provided by law.
- e) The Vendor shall certify to the State:
 - i) The sufficiency of its security standards, tools, technologies and procedures in providing Services under this Agreement;
 - ii) That the system used to provide the Subscription Services under this Contract has and will maintain a valid 3rd party security certification not to exceed 1 year and is consistent with the data classification level and a security controls appropriate for low or moderate information system(s) per the National Institute of Standards and Technology NIST 800-53 revision 4. The State reserves the right to independently evaluate, audit, and verify such requirements.
 - iii) That the Services will comply with the following:
 - (1) Any DIT security policy regarding Cloud Computing, and the DIT Statewide Information Security Policy Manual; to include encryption requirements as defined below:
 - (a) The Vendor shall encrypt all non-public data in transit regardless of the transit mechanism.
 - (b) For engagements where the Vendor stores sensitive personally identifiable or otherwise confidential information, this data shall be encrypted at rest. Examples are social security number, date of birth, driver's license number, financial data, federal/state tax information, and hashed passwords. The Vendor's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology FIPS140-2, Security Requirements. The key location and other key management details will be discussed and negotiated by both parties. When the Service Provider cannot offer encryption at rest, it must maintain, for the duration of the contract, cyber security liability insurance coverage for any loss resulting from a data breach. Additionally, where encryption of data at rest is not possible, the Vendor must describe existing security measures that provide a similar level of protection;
 - (2) Privacy provisions of the Federal Privacy Act of 1974;
 - (3) The North Carolina Identity Theft Protection Act, N.C.G.S. Chapter 75, Article 2A (e.g., N.C.G.S. § 75-65 and -66);
 - (4) The North Carolina Public Records Act, N.C.G.S. Chapter 132; and

- (5) Applicable Federal, State and industry standards and guidelines including, but not limited to, relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCIDSS) including the PCIDSS Cloud Computing Guidelines, Criminal Justice Information, The Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA);
 - (6) Any requirements implemented by the State under N.C.G.S. §§ 143B-1376 and -1377.
- f) Security Breach. "Security Breach" under the NC Identity Theft Protection Act (N.C.G.S. § 75-60ff) means (1) any circumstance pursuant to which applicable Law requires notification of such breach to be given to affected parties or other activity in response to such circumstance (e.g., N.C.G.S. § 75-65); or (2) any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance that compromises, or could reasonably be expected to compromise, either Physical Security or Systems Security (as such terms are defined below) in a fashion that either does or could reasonably be expected to permit unauthorized Processing (as defined below), use, disclosure or acquisition of or access to any the State Data or state confidential information. "Physical Security" means physical security at any site or other location housing systems maintained by Vendor or its agents or subcontractors in connection with the Services. "Systems Security" means security of computer, electronic or telecommunications systems of any variety (including data bases, hardware, software, storage, switching and interconnection devices and mechanisms), and networks of which such systems are a part or communicate with, used directly or indirectly by Vendor or its agents or subcontractors in connection with the Services. "Processing" means any operation or set of operations performed upon the State Data or State confidential information, whether by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording, organizing, storing, adapting, altering, retrieving, consulting, using, disclosing or destroying.
 - g) Breach Notification. In the event Vendor becomes aware of any Security Breach due to Vendor acts or omissions other than in accordance with the terms of the Agreement, Vendor shall, at its own expense, (1) immediately notify the State's Agreement Administrator of such Security Breach and perform a root cause analysis thereon, (2) investigate such Security Breach, (3) provide a remediation plan, acceptable to the State, to address the Security Breach and prevent any further incidents, (4) conduct a forensic investigation to determine what systems, data and information have been affected by such event; and (5) cooperate with the State, and any law enforcement or regulatory officials, credit reporting companies, and credit card associations investigating such Security Breach. The State shall make the final decision on notifying the State's persons, entities, employees, service providers and/or the public of such Security Breach, and the implementation of the remediation plan. If a notification to a customer is required under any Law or pursuant to any of the State's privacy or security policies, then notifications to all persons and entities who are affected by the same event (as reasonably determined by the State) shall be considered legally required.
 - h) Notification Related Costs. Vendor shall reimburse the State for all Notification Related Costs incurred by the State arising out of or in connection with any such Security Breach due to Vendor acts or omissions other than in accordance with the terms of the Agreement resulting in a requirement for legally required notifications. "Notification Related Costs" shall include the State's internal and external costs associated with addressing and responding to the Security Breach, including but not limited to: (1) preparation and mailing or other transmission of legally required notifications; (2) preparation and mailing or other transmission of such other communications to customers, agents or others as the State deems reasonably appropriate; (3) establishment of a call center or other communications procedures in response to such Security Breach (e.g., customer service FAQs, talking points and training); (4) public relations and other similar crisis management services; (5) legal and accounting fees and expenses associated with the State's investigation of and response to such event; and (6) costs for credit reporting services that are associated with legally required notifications or are advisable, in the State's opinion, under the circumstances. If the Vendor becomes aware of any Security Breach which is not due to Vendor acts or omissions other than in accordance with the terms of the Agreement, Vendor shall immediately notify the State of such Security Breach, and the parties shall reasonably cooperate regarding which of the foregoing or other activities may be appropriate under the circumstances, including any applicable Charges for the same.
 - i) Vendor shall allow the State reasonable access to Services security logs, latency statistics, and other related Services security data that affect this Agreement and the State's Data, at no cost to the State.
 - j) In the course of normal operations, it may become necessary for Vendor to copy or move Data to another storage destination on its online system, and delete the Data found in the original location. In any such event, the Vendor shall preserve and maintain the content and integrity of the Data, except by prior written notice to, and prior written approval by, the State.
 - k) Remote access to Data from outside the continental United States, including, without limitation, remote access to Data by authorized Services support staff in identified support centers, is prohibited unless approved in advance by the State Chief Information Officer or the Using Agency.
 - l) In the event of temporary loss of access to Services, Vendor shall promptly restore continuity of Services, restore Data in accordance with this Agreement and as may be set forth in an SLA, restore accessibility of Data and the

Services to meet the performance requirements stated herein or in an SLA. As a result, Service Level remedies will become available to the State as provided herein, in the SLA or other agreed and relevant documents. Failure to promptly remedy any such temporary loss of access may result in the State exercising its options for assessing damages under this Agreement.

- m) In the event of disaster or catastrophic failure that results in significant State Data loss or extended loss of access to Data or Services, Vendor shall notify the State by the fastest means available and in writing, with additional notification provided to the State Chief Information Officer or designee of the contracting agency. Vendor shall provide such notification within twenty-four (24) hours after Vendor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Vendor shall inform the State of:
 - (1) The scale and quantity of the State Data loss;
 - (2) What Vendor has done or will do to recover the State Data from backups and mitigate any deleterious effect of the State Data and Services loss; and
 - (3) What corrective action Vendor has taken or will take to prevent future State Data and Services loss.
 - (4) If Vendor fails to respond immediately and remedy the failure, the State may exercise its options for assessing damages or other remedies under this Agreement.

Vendor shall investigate of the disaster or catastrophic failure and shall share the report of the investigation with the State. The State and/or its authorized agents shall have the right to lead (if required by law) or participate in the investigation. Vendor shall cooperate fully with the State, its agents and law enforcement.

- n) In the event of termination of this contract, cessation of business by the Vendor or other event preventing Vendor from continuing to provide the Services, Vendor shall not withhold the State Data or any other State confidential information or refuse for any reason, to promptly return to the State the State Data and any other State confidential information (including copies thereof) if requested to do so on such media as reasonably requested by the State, even if the State is then or is alleged to be in breach of the Agreement. As a part of Vendor's obligation to provide the State Data pursuant to this Paragraph 18) n), Vendor will also provide the State any data maps, documentation, software, or other materials necessary, including, without limitation, handwritten notes, materials, working papers or documentation, for the State to use, translate, interpret, extract and convert the State Data.
- o) Secure Data Disposal. When requested by the State, the Vendor shall destroy all requested data in all of its forms, for example: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to the State.

19) ACCESS TO PERSONS AND RECORDS: Pursuant to N.C. General Statute 147-64.7, the State, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Vendor insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of this Agreement or to costs charged to this Agreement. The Vendor shall retain any such books, records, and accounts for a minimum of three (3) years after the completion of this Agreement. Additional audit or reporting requirements may be required by any State, if in the State's opinion, such requirement is imposed by federal or state law or regulation. The Vendor shall allow the State to audit conformance including contract terms, system security and data centers as appropriate. The State may perform this audit or contract with a third party at its discretion at the State's expense. Such reviews shall be conducted with at least 30 days' advance written notice and shall not unreasonably interfere with the Service Provider's business.

20) ASSIGNMENT: Vendor may not assign this Agreement or its obligations hereunder except as permitted by 09 NCAC 06B.1003 and this Paragraph. Vendor shall provide reasonable notice of not less than thirty (30) days of any consolidation, acquisition, or merger. Any assignee shall affirm this Agreement attorning to the terms and conditions agreed, and that Vendor shall affirm that the assignee is fully capable of performing all obligations of Vendor under this Agreement. An assignment may be made, if at all, in writing by the Vendor, Assignee and the State setting forth the foregoing obligation of Vendor and Assignee.

21) NOTICES: Any notices required under this Agreement should be delivered to the Agreement Administrator for each party. Unless otherwise specified in the Solicitation Documents, any notices shall be delivered in writing by U.S. Mail, Commercial Courier, facsimile or by hand.

22) TITLES AND HEADINGS: Titles and Headings in this Agreement are used for convenience only and do not define, limit or proscribe the language of terms identified by such Titles and Headings.

23) AMENDMENT: This Agreement may not be amended orally or by performance. Any amendment must be made in written form and signed by duly authorized representatives of the State and Vendor.

24) TAXES: The State of North Carolina is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the Vendor or for any taxes levied on employee wages. Agencies of the State may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions

may be provided to Vendor by Agencies, as applicable, during the term of this Agreement. Applicable State or local sales taxes shall be invoiced as a separate item.

- 25) GOVERNING LAWS, JURISDICTION, AND VENUE:** This Agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina. The place of this Agreement or purchase order, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to this Agreement, to the jurisdiction of the courts of the State of North Carolina, and stipulates that Wake County shall be the proper venue for all matters.
- 26) DEFAULT:** In the event Services or other Deliverable furnished or performed by the Vendor during performance of any Contract term fail to conform to any material requirement(s) of the Contract specifications, notice of the failure is provided by the State and if the failure is not cured within ten (10) days, or Vendor fails to meet the material requirements and specifications herein, the State may cancel the contract. Default may be cause for debarment as provided in 09 NCAC 06B.1206. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
- a) If Vendor fails to deliver or provide correct Services within the time required by this Contract, the State shall provide written notice of said failure to Vendor, and by such notice require performance assurance measures pursuant to N.C.G.S. 143B-1340(f). Vendor is responsible for the delays resulting from its failure to deliver or provide Services or other Deliverables.
 - b) Should the State fail to perform any of its obligations upon which Vendor's performance is conditioned, Vendor shall not be in default for any delay, cost increase or other consequences resulting from the State's failure. Vendor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Vendor's offer documents that prove erroneous or are otherwise invalid. Any deadline that is affected by any such Vendor failure in assumptions or performance by the State shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure. Vendor shall provide a plan to cure any delay or default if requested by the State. The plan shall state the nature of the delay or default, the time required for cure, any mitigating factors causing or tending to cause the delay or default, and such other information as the Vendor may deem necessary or proper to provide.
- 27) FORCE MAJEURE:** Except as provided for herein, neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- 28) COMPLIANCE WITH LAWS:** The Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and the provision of Services hereunder, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 29) TERMINATION:** Any notice or termination made under this Agreement shall be transmitted via US Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the return receipt is signed and dated. The parties may mutually terminate this Agreement by written agreement at any time.
- a) The State may terminate this Agreement, in whole or in part, pursuant to the Paragraph entitled "Default," above, or pursuant to Special Terms and Conditions in the Solicitation Documents, if any, or for any of the following
 - i) Termination for Cause: In the event any goods, Services, or service furnished by the Vendor during performance fails to conform to any material specification or requirement of the Agreement, and the failure is not cured within the specified time after providing written notice thereof to Vendor, the State may cancel and procure the articles or Services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraph 7), entitled "Limitation of Liability." The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Agreement. Vendor shall not be relieved of liability to the State for damages sustained by the State arising from Vendor's breach of this Agreement; and the State may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Vendor shall be cause for termination.
 - ii) Termination for Convenience Without Cause: The State may terminate service and indefinite quantity contracts, in whole or in part by giving thirty (30) days prior notice in writing to the Vendor. Vendor shall be entitled to sums due as compensation for Services performed in conformance with the Agreement. In the event the Agreement is terminated for the convenience of the State the State will pay for all Services and work performed or delivered in conformance with the Agreement up to the date of termination.
- 30) DISPUTE RESOLUTION:** The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the State shall be submitted in writing to the Vendor's Agreement Administrator for decision. The Parties shall negotiate

in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Agreement, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

31) SEVERABILITY: In the event that a court of competent jurisdiction holds that a provision or requirement of this Agreement violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Agreement shall remain in full force and effect. All promises, requirement, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.

32) FEDERAL INTELLECTUAL PROPERTY BANKRUPTCY PROTECTION ACT: The Parties agree that the State shall be entitled to any and all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n), and any amendments thereto.

33) ELECTRONIC PROCUREMENT: (Applies to all contracts that include E-Procurement and are identified as such in the body of the solicitation document): Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract. The E-Procurement fee does not normally apply to services.

- a) Reserved.
- b) Reserved.
- c) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Agreement. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.
- d) Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges for such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Vendor shall cooperate with the state and the Supplier Manager to mitigate and correct any security breach.

34) PATENT, COPYRIGHT, AND TRADE SECRET PROTECTION:

- a) Vendor has created, acquired or otherwise has rights in, and may, in connection with the performance of Services for the State, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and software tools, utilities and routines (collectively, the "Vendor technology"). To the extent that any Vendor technology is contained in any of the Services or Deliverables including any derivative works, the Vendor hereby grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Vendor technology in connection with the Services or Deliverables for the State's purposes.
- b) Vendor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to Vendor. The State hereby grants Vendor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license for Vendor's internal use to non-confidential deliverables first originated and prepared by the Vendor for delivery to the State.
- c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Services or other Deliverables supplied by the Vendor, or the operation of such pursuant to a current version of vendor-supplied software, infringes a patent, or copyright or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded against the State in any such action; damages shall be limited as provided in N.C.G.S. 143B-1350(h1). Such defense and payment shall be conditioned on the following:
 - i. That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and,
 - ii. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that the State shall have the option to participate in such action at its own expense.

- d) Should any Services or other Deliverables supplied by Vendor, or the operation thereof become, or in the Vendor's opinion are likely to become, the subject of a claim of infringement of a patent, copyright, or a trade secret in the United States, the State shall permit the Vendor, at its option and expense, either to procure for the State the right to continue using the Services or Deliverables, or to replace or modify the same to become noninfringing and continue to meet procurement specifications in all material respects. If neither of these options can reasonably be taken, or if the use of such Services or Deliverables by the State shall be prevented by injunction, the Vendor agrees to take back any goods/hardware or software, and refund any sums the State has paid Vendor less any reasonable amount for use or damage and make every reasonable effort to assist the state in procuring substitute Services or Deliverables. If, in the sole opinion of the State, the return of such infringing Services or Deliverables makes the retention of other Services or Deliverables acquired from the Vendor under the agreement impractical, the State shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Vendor agrees to take back Services or Deliverables and refund any sums the State has paid Vendor less any reasonable amount for use or damage.
- e) Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation (i) results from the State's alteration of any Vendor-branded Service or Deliverable, or (ii) results from the continued use of the good(s) or services and other Services or Deliverables after receiving notice they infringe a trade secret of a third party.
- f) Nothing stated herein, however, shall affect Vendor's ownership in or rights to its preexisting intellectual property and proprietary rights.

35) UNANTICIPATED TASKS: In the event that additional work must be performed that was wholly unanticipated, and that is not specified in the Agreement, but which in the opinion of both parties is necessary to the successful accomplishment of the contracted scope of work, the procedures outlined in this article will be followed. For each item of unanticipated work, the Vendor shall prepare a work authorization in accordance with the State's practices and procedures.

- a) It is understood and agreed by both parties that all of the terms and conditions of the Agreement shall remain in force with the inclusion of any work authorization. A work authorization shall not constitute a contract separate from the Agreement, nor in any manner amend or supersede any of the other terms or provisions of the Agreement or any amendment hereto.
- b) Each work authorization shall comprise a detailed statement of the purpose, objective, or goals to be undertaken by the Vendor, the job classification or approximate skill level or sets of the personnel required, an identification of all significant material then known to be developed by the Vendor's personnel as a Deliverable, an identification of all significant materials to be delivered by the State to the Vendor's personnel, an estimated time schedule for the provision of the Services by the Vendor, completion criteria for the work to be performed, the name or identification of Vendor's personnel to be assigned, the Vendor's estimated work hours required to accomplish the purpose, objective or goals, the Vendor's billing rates and units billed, and the Vendor's total estimated cost of the work authorization.
- c) All work authorizations must be submitted for review and approval by the procurement office that approved the original Contract and procurement. This submission and approval must be completed prior to execution of any work authorization documentation or performance thereunder. All work authorizations must be written and signed by the Vendor and the State prior to beginning work.
- d) The State has the right to require the Vendor to stop or suspend performance under the "Stop Work" provision of the North Carolina Department of Information Technology Terms and Conditions.
- e) The Vendor shall not expend Personnel resources at any cost to the State in excess of the estimated work hours unless this procedure is followed: If, during performance of the work, the Vendor determines that a work authorization to be performed under the Agreement cannot be accomplished within the estimated work hours, the Vendor will be required to complete the work authorization in full. Upon receipt of such notification, the State may:
 - i) Authorize the Vendor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the work authorization, or
 - ii) Terminate the work authorization, or
 - iii) Alter the scope of the work authorization in order to define tasks that can be accomplished within the remaining estimated work hours.
 - iv) The State will notify the Vendor in writing of its election within seven (7) calendar days after receipt of the Vendor's notification. If notice of the election is given to proceed, the Vendor may expend the estimated additional work hours or Services.

36) STOP WORK ORDER: The State may issue a written Stop Work Order to Vendor for cause at any time requiring Vendor to suspend or stop all, or any part, of the performance due under the Agreement for a period up to ninety (90) days after the Stop Work Order is delivered to the Vendor. The ninety (90) day period may be extended for any further period for which the parties may agree.

- a) The Stop Work Order shall be specifically identified as such and shall indicate that it is issued under this term. Upon receipt of the Stop Work Order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the Stop Work Order during the period of work suspension or stoppage. Within a period of ninety (90) days after a Stop Work Order is delivered to Vendor, or within any extension of that period to which the parties agree, the State shall either:
 - i) Cancel the Stop Work Order, or
 - ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of the Agreement.
 - b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Vendor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Agreement price, or both, and the Agreement shall be modified, in writing, accordingly, if:
 - i) The Stop Work Order results in an increase in the time required for, or in the Vendor's cost properly allocable to the performance of any part of the Agreement, and
 - ii) The Vendor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of work stoppage; provided that if the State decides the facts justify the action, the State may receive and act upon an offer submitted at any time before final payment under the Agreement.
 - c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for Convenience of the State, the State shall allow reasonable direct costs resulting from the Stop Work Order in arriving at the termination settlement.
 - d) The State shall not be liable to the Vendor for loss of profits because of a Stop Work Order issued under this term.
- 37) CHANGES:** The Agreement and subsequent purchase order(s) is awarded subject to the provision of the specified Services and the shipment or provision of other Deliverables as specified herein. Any changes made to the Agreement or purchase order proposed by the Vendor are hereby rejected unless accepted in writing by the Agency or State Award Authority. The State shall not be responsible for Services or other Deliverables delivered without a purchase order from the Agency or State Award Authority.
- 38) GOVERNMENTAL RESTRICTIONS:** In the event any restrictions are imposed by governmental requirements that necessitate alteration of the material, quality, workmanship, or performance of the Deliverables offered prior to delivery thereof, the Vendor shall provide written notification of the necessary alteration(s) to the Agency Contract Administrator. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Agreement. The State may advise Vendor of any restrictions or changes in specifications required by North Carolina legislation, rule or regulatory authority that require compliance by the State. In such event, Vendor shall use its best efforts to comply with the required restrictions or changes. If compliance cannot be achieved by the date specified by the State, the State may terminate the Agreement and compensate Vendor for sums then due under the Agreement.
- 39) SUBCONTRACTING:** The Vendor may subcontract the performance of required Services with Resources under the Agreement only with the prior written consent of the State contracting authority. Vendor shall provide the State with complete copies of any agreements made by and between Vendor and all subcontractors. The selected Vendor remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same standards required of the selected Vendor and the Agreement. Any contracts made by the Vendor with a subcontractor shall include an affirmative statement that the State is an intended third party beneficiary of the Agreement; that the subcontractor has no agreement with the State; and that the State shall be indemnified by the Vendor for any claim presented by the subcontractor. Notwithstanding any other term herein, Vendor shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor.
- 40) WAIVER OF DEFAULT:** Waiver by either party of any default or breach by the other Party shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be a modification or novation of the terms of the Agreement, unless so stated in writing and signed by authorized representatives of the Agency and the Vendor, and made as an amendment to the Agreement pursuant to Paragraph 23) above.
- 41) INSURANCE COVERAGE:** During the term of the Agreement, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Agreement. As a minimum, the Vendor shall provide and maintain the following coverage and limits:
- a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$100,000.00, covering all of Vendor's employees who are engaged in any work under the Agreement. If any work is sublet, the Vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the Agreement; and

- b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$2,000,000.00 Combined Single Limit (Defense cost shall be in excess of the limit of liability); and
 - c) **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Agreement. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment; and
 - d) Providing and maintaining adequate insurance coverage described herein is a material obligation of the Vendor and is of the essence of the Agreement. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or the Agreement. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Agreement.
- 42) INDEPENDENT CONTRACTORS:** Vendor and its employees, officers and executives, and subcontractors, if any, shall be independent Vendors and not employees or agents of the State. The Agreement shall not operate as a joint venture, partnership, trust, agency or any other similar business relationship.
- 43) DATE AND TIME WARRANTY:** The Vendor warrants that any Deliverable, whether Services, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interface therein which performs, modifies or affects any date and/or time data recognition function, calculation, or sequencing, will still enable the modified function to perform accurate date/time data and leap year calculations. This warranty shall survive termination or expiration of the Contract.
- 44) STANDARDS:** Any Deliverables shall meet all applicable State and federal requirements, such as State or Federal Regulation, and NC State Chief Information Officer's (CIO) policy or regulation. Vendor will provide and maintain a quality assurance system or program that includes any Deliverables and will tender or provide to the State only those Deliverables that have been inspected and found to conform to the RFP specifications. All Deliverables are subject to operation, certification, testing and inspection, and any accessibility specifications.
- 45) WARRANTIES:** Unless otherwise expressly provided, any goods Deliverables provided by the Vendor shall be warranted for a period of 90 days after acceptance.
- 46) TIME IS OF THE ESSENCE:** Time is of the essence in the performance of the Agreement.
- 47) LATE DELIVERY:** Vendor shall advise the Agency contact person or office immediately upon determining that any Deliverable will not, or may not, be delivered or performed at the time or place specified. Together with such notice, Vendor shall state the projected delivery time and date. In the event the delay projected by Vendor is unsatisfactory, the Agency shall so advise Vendor and may proceed to procure the particular substitute Services or other Deliverables.
- 48) ADVERTISING/PRESS RELEASE:** The Vendor absolutely shall not publicly disseminate any information concerning the Agreement without prior written approval from the State or its Agent. For the purpose of this provision of the Agreement, the Agent is the Purchasing Agency Contract Administrator unless otherwise named in the solicitation documents.
- 49) EQUAL EMPLOYMENT OPPORTUNITY:** Vendor shall comply with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical disability.

ATTACHMENT C: AGENCY TERMS AND CONDITIONS

Reserved.

ATTACHMENT D: DESCRIPTION OF OFFEROR

Provide the information about the offeror.

Offeror's full name	Medicalistics, LLC
Offeror's address	14850 Montfort Dr Suite 295 Dallas, Tx 75254
Offeror's telephone number	877-405-5540
Ownership	<input type="checkbox"/> Public <input type="checkbox"/> Partnership <input type="checkbox"/> Subsidiary <input checked="" type="checkbox"/> Other (specify) LLC
Date established	June 2010
If incorporated, State of incorporation.	Texas
North Carolina Secretary of State Registration Number, if currently registered	Not currently registered
Number of full-time employees on January 1 st for the last three years or for the duration that the Vendor has been in business, whichever is less.	NextGen- approximately 2200 Medicalistics- 31 in 2021 29 in 2019 27 in 2020
Offeror's Contact for Clarification of offer: Contact's name Title Email address and Telephone Number	Lawrence Bedard Sales Director lbedard@medicalistics.com 617-901-4191
Offeror's Contact for Negotiation of offer: Contact's name Title Email address and Telephone Number	Lawrence Bedard Sales Director lbedard@medicalistics.com 617-901-4191
If Contract is Awarded, Offeror's Contact for Contractual Issues: Contact's name Title Email address and Telephone Number	Lawrence Bedard Sales Director lbedard@medicalistics.com 617-901-4191
If Contract is Awarded, Offeror's Contact for Technical Issues: Contact's name Title Email address and Telephone Number	Lawrence Bedard Sales Director lbedard@medicalistics.com 617-901-4191

HISTORICALLY UNDERUTILIZED BUSINESSES

Historically Underutilized Businesses (HUBs) consist of minority, women and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) of the categories. Also included as HUBs are disabled business enterprises and non-profit work centers for the blind and severely disabled.”

Pursuant to N.C.G.S. §§ 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Contact the North Carolina Office of historically Underutilized Businesses at 919-807-2330 with questions concerning NC HUB certification. <http://ncadmin.nc.gov/businesses/hub>

Respond to the questions below.

1. Is Vendor a Historically Underutilized Business? ☐ Yes ☒ No
2. Is Vendor Certified with North Carolina as a Historically Underutilized Business? ☐ Yes ☒ No

If so, state HUB classification:

ATTACHMENT E: COST FORM

Reserved.

ATTACHMENT F: VENDOR CERTIFICATION FORM

1) ELIGIBLE VENDOR

The Vendor certifies that in accordance with N.C.G.S. §143-59.1(b), Vendor is not an ineligible vendor as set forth in N.C.G.S. §143-59.1 (a).

The Vendor acknowledges that, to the extent the awarded contract involves the creation, research, investigation or generation of a future RFP or other solicitation; the Vendor will be precluded from bidding on the subsequent RFP or other solicitation and from serving as a subcontractor to an awarded vendor.

The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Vendor, or as a subcontractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP or other solicitation.

2) CONFLICT OF INTEREST

Applicable standards may include: N.C.G.S. §§143B-1352 and 143B-1353, 14-234, and 133-32. The Vendor shall not knowingly employ, during the period of the Agreement, nor in the preparation of any response to this solicitation, any personnel who are, or have been, employed by a Vendor also in the employ of the State and who are providing Services involving, or similar to, the scope and nature of this solicitation or the resulting contract.

3) E-VERIFY

Pursuant to N.C.G.S. § 143B-1350(k), the State shall not enter into a contract unless the awarded Vendor and each of its subcontractors comply with the E-Verify requirements of N.C.G.S. Chapter 64, Article 2. Vendors are directed to review the foregoing laws. Vendors claiming exceptions or exclusions under Chapter 64 must identify the legal basis for such claims and certify compliance with federal law regarding registration of aliens including 8 USC 1373 and 8 USC 1324a. Any awarded Vendor must submit a certification of compliance with E-Verify to the awarding agency, and on a periodic basis thereafter as may be required by the State.

4) CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA

As a condition of contract award, awarded Vendor shall have registered its business with the North Carolina Secretary of State and shall maintain such registration throughout the term of the Contract.

Signature:  Date: 7/30/2021

Printed Name: Cynthia Patterson Title: COO

ATTACHMENT G: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with N.C.G.S. §143B-1361(b), Vendor must identify how it intends to utilize resources or workers located outside the U.S., and the countries or cities where such are located. The State will evaluate additional risks, costs, and other factors associated with the Vendor's utilization of resources or workers prior to making an award for any such Vendor's offer. The Vendor shall provide the following:

- a) The location of work to be performed by the Vendor's employees, subcontractors, or other persons, and whether any work will be performed outside the United States. The Vendor shall provide notice of any changes in such work locations if the changes result in performing work outside of the United States.
- b) Any Vendor or subcontractor providing support or maintenance Services for software, call or contact center Services shall disclose the location from which the call or contact center Services are being provided upon request.

Will Vendor perform any work outside of the United States?

☐ YES ☒ NO

ATTACHMENT H: REFERENCES

REFERENCES:

The Vendor shall provide three (3) references of customers utilizing the proposed solution fully implemented in a setting similar to this solicitation's scope of work. References within like North Carolina communities / industries are encouraged.

The Vendor should have implemented the respective proposed service within the last three (3) years. Customer references whose business processes and data needs are similar to those performed by the Agency needing this solution in terms of functionality, complexity, and transaction volume are encouraged.

For each reference, the Vendor shall provide the following information:

- a. Customer name.
- b. Customer address.
- c. Current telephone number of a customer employee most familiar with the offered solution implementation.
- d. Customer email address
- e. Time period over which each offered solution implementation was completed.
- f. Brief summary of the offered solution implementation.
- g. List of offered solution products installed and operational.
- h. Number of vendor or technical staff supporting, maintaining and managing the offered solution
- i. Number of end users supported by the offered solution.
- j. Number of sites supported by the offered solution.

Company Name: State of South Carolina DOC	Contact Name: Daniel Mullins Contact Title: Branch Chief, HealthIT and Informatics
Company Address: Resource and Information Management South Carolina Department of Corrections 4444 Broad River Rd, Columbia, SC 29210	Contact Phone Number: (803) 896-2099 Contact Email Address: Mullins.Daniel@doc.sc.gov
Project Name: South Carolina DOC EHR Implementation	Beginning Date of Imp: / Ending Date of Imp: Month/Year 4/2016 Month/Year Present
Number of Registered End-Users: 800+ Number of sites: 20	Number of staff providing support: 7
Detailed description of related product(s)/service(s) provided: Products: Medicalistics implemented the following products for the State of South Carolina: NextGen EHR, Scheduling, Scanning, CHM, interfaces (lab, pharmacy and JMS/OMS), and eZmar. South Carolina DOC is hosted thru AWS (Amazon Web Services). Services. Medicalistics implemented NextGen EHR for the State of South Carolina. We provided full implementation services including project management, training to super users and end-users, assistance with configuration, customizations, post go live support and ongoing maintenance (24/7 support). Our initial implementation and solutions were deliver on time per the implementation plan. While we continue to provide ongoing support to the State of South Carolina, we are in the process of planning and developing a sick call integration that will integrate the inmate's tablets to NextGen EHR for the management, tracking, and scheduling of all offender sick calls. In addition, we are implementing a data analytics solution to further enhance the state's ability to track and monitor compliance and various key metrics.	

Company Name: Otis Bowen	Contact Name: Martie Stockman, RHIA Contact Title: Clinical Informatics Director
Company Address: 2621 East Jefferson Warsaw, IN 46580	Contact Phone Number: (574) 269-0553, Ext: 2388 Contact Email Address: Martie.stockman@bowencenter.org
Project Name: Otis Bowen EPM/EHR Implementation	Beginning Date of Expr: / Ending Date of Expr: Month/Year 3/2018 Month/Year Present
Number of Registered End-Users: 1000+ Number of sites: 15	Number of staff providing support: 8
Detailed description of related product(s)/service(s) provided: Products: Otis Bowen is a large Behavioral Health organization serving northing Indiana. Medicalistics implemented the following products/solutions for Otis Bowen: NextGen PM, EHR, Residential, eZmar, Document Manager, Mobile, EDI Services as well as custom clinical content. Otis Bowen is self-hosted in their data center. Services. Bowen Center is the largest Community Mental Health Center in Indiana. We are providing full implementation services including project management, training to super users and end-users, assistance with configuration, and customizations. We continue to provide ongoing implementation services to Otis Bowen for the completion of their EPM/EHR project as well as eZmar. While the scheduled project has encountered some expected delays during 2020 as a result of COVID, we have managed to stay under budget and still exceed expectations with Otis Bowen. Bowen Center went live in March of 2021 and will continue post go live support and ongoing maintenance (24/7 support).	

Company Name: Shelby County	Contact Name: Mara Robertson Contact Title:
Company Address: 814 Jefferson Ave Memphis, TN 38105	Contact Phone Number: 901-355-4767 Contact Email Address: mara@hitcsi.org
Project Name: CHM	Beginning Date of Expr: / Ending Date of Expr: Month/Year 5/2017 Month/Year Present
Number of Registered End-Users: 450+ Number of sites: 2	Number of staff providing support: 7
Detailed description of related product(s)/service(s) provided: Products: Medicalistics implemented the following products for the Shelby County County Sheriff's Office: NextGen EHR, Scheduling, Scanning, CHM, and eZmar. Services. Shelby County is a self hosted NextGen EHR system, Shelby County has a Prison, Long-Term Care, Infirmaries, Public Health, Medical and Dental. We are providing full implementation services including project management, training to super users and end-users, assistance with configuration, and customizations. We continue to provide ongoing implementation services to Shelby County for the completion of their EHR project as well as eZmar. While the scheduled project has encountered some expected delays this year, we have managed to stay under budget and still exceed expectations with Otis Bowen.	

ATTACHMENT I: FINANCIAL REVIEW FORM

Vendor shall review the Financial Review Form, provide responses in the gray-shaded boxes, and submit the completed Form as an Excel file with its offer. Vendor shall not add or delete rows or columns in the Form, or change the order of the rows or column in the file.

1. Vendor Name: Medicalistics, LLC
2. Company structure for tax purposes (C Corp, S Corp, LLC, LLP, etc.): LLC
3. Have you been in business for more than three years? ☒ Yes ☐ No
4. Have you filed for bankruptcy in the past three years? ☐ Yes ☒ No
5. In the past three years, has your auditor issued any notification letters addressing significant issues? If yes, please explain and provide a copy of the notification letters. ☐ Yes ☒ No
6. Are the financial figures below based on audited financial statements? ☐ Yes ☒ No
7. Start Date of financial statements: 1/1/2017
End Date of financial statements: 12/31/2019
8. Provide a link to annual reports with financial statements and management discussion for the past three complete fiscal years: <https://investor.nextgen.com/quarterly-results>
9. Provide the following information for the past three complete fiscal years:
See attached documents.

	Latest complete fiscal year minus two years	Latest complete fiscal year minus one year	Latest complete fiscal year
BALANCE SHEET DATA			
a. Cash and Temporary Investments			
b. Accounts Receivable (beginning of year)			
c. Accounts Receivable (end of year)			
d. Average Account Receivable for the Year (calculated)			
e. Inventory (beginning of year)			
f. Inventory (end of year)			
g. Average Inventory for the Year (calculated)			
h. Current Assets			
i. Current Liabilities			
j. Total Liabilities			
k. Total Stockholders' Equity (beginning of year)			
l. Total Stockholders' Equity (end of year)			
m. Average Stockholders' Equity during the year (calculated)			
INCOME STATEMENT DATA			
a. Net Sales			
b. Cost of Goods Sold (COGS)			
c. Gross Profit (Net Sales minus COGS) (calculated)			
d. Interest Expense for the Year			
e. Net Income after Tax			
f. Earnings for the Year before Interest & Income Tax Expense			
STATEMENT OF CASH FLOWS			
a. Cash Flow provided by Operating Activities			
b. Capital Expenditures (property, plant, equipment)			