

# STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508

Telephone: (402) 471-6500  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**72067 04**

PAGE 1 of 3	ORDER DATE 06/22/17
BUSINESS UNIT 25600002	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 2258394	
VENDOR ADDRESS:  CANTATA HEALTH LLC 135 ENGINEERS RD STE 110 HAUPPAUGE NY 11788-4018	

THE CONTRACT PERIOD IS:

**JULY 05, 2016 THROUGH JULY 04, 2020**

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 5135 Z1

Contract to supply and deliver Long Term Electronic Health Records to the State of Nebraska as per the attached specifications for a four (4) year period from date of award. The contract may be renewed for three (3) additional two (2) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: John Rupp  
Phone: 719-694-8116  
Cellular: 719-640-6172  
Fax: 719-646-0856  
E-Mail: john.rupp@nttdata.com

(djo 06/28/16)

AMENDMENT ONE (1) AS ATTACHED. (06/22/17 wc)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	PROJECT MANAGEMENT PLAN	1.0000	EA	20,749.0000	20,749.00
2	DATA MIGRATION PLAN	1.0000	EA	20,749.0000	20,749.00
3	INITIAL SYSTEM CONFIGURATION	1.0000	EA	20,749.0000	20,749.00
4	DATA MIGRATION COMPLETE	1.0000	EA	20,749.0000	20,749.00
5	USER TRAINING	1.0000	EA	31,123.0000	31,123.00
6	USER ACCEPTANCE TESTING	1.0000	EA	31,124.0000	31,124.00
7	GO-LIVE	1.0000	EA	62,247.0000	62,247.00

6/23/17 Nancy Storant #  
BUYER  
MATERIEL ADMINISTRATOR  
JUNE 17

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Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
8	MONTHLY SOFTWARE SERVICE FEE INITIAL CONTRACT PERIOD	48.0000	MO	6,525.0000	313,200.00
9	MONTHLY SOFTWARE SERVICE FEE FIRST OPTIONAL RENEWAL PERIOD	24.0000	MO	6,721.0000	161,304.00
10	MONTHLY SOFTWARE SERVICE FEE SECOND OPTIONAL RENEWAL PERIOD	24.0000	MO	6,923.0000	166,152.00
11	MONTHLY SOFTWARE SERVICE FEE THIRD OPTIONAL RENEWAL PERIOD	24.0000	MO	7,131.0000	171,144.00
12	INTERFACE AND CUSTOM DEVELOPMENT SERVICES INITIAL CONTRACT PERIOD	20.0000	HR	150.0000	3,000.00
13	IMPLEMENTATION AND TRAINING AFTER 2,170 HRS INITIAL CONTRACT PERIOD	20.0000	HR	72.0000	1,440.00
14	INTERFACE AND CUSTOM DEVELOPMENT SERVICES FIRST OPTIONAL RENEWAL PERIOD	20.0000	HR	150.0000	3,000.00
15	IMPLEMENTATION AND TRAINING AFTER 2,170 HRS FIRST OPTIONAL RENEWAL PERIOD	20.0000	HR	72.0000	1,440.00
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BUYER INITIALS

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PAGE 3 of 3	ORDER DATE 06/22/17
BUSINESS UNIT 25600002	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 2258394	



Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	THIRD OPTIONAL RENEWAL PERIOD				
	<b>Total Order</b>				<b>1,037,050.00</b>



  
**BUYER INITIALS**

AMENDMENT ONE  
72067 O4  
Long Term Care Electronic Health Records for the State of Nebraska  
Between  
The State of Nebraska and Cantata Health, LLC

This Amendment (the "Amendment") is made by the State of Nebraska and Cantata Health, LLC, parties to Contract 72067 O4 (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

Due to Contractor Name Change the Current Contractor name is replaced in its entirety with the following:

Cantata Health, LLC  
135 Engineers Road, Suite 110  
Hauppauge, NY 11788

This amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this amendment and the Contract or any earlier amendment, the terms of this amendment will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska  
By: 

Name: DOUGLAS WILKEN

Title: Material Administrator

Date: 6 July 2017

Contractor Cantata Health, LLC  
By: 

Name: JONATHAN ISAACS

Title: CHIEF REVENUE OFFICER

Date: 6/16/2017

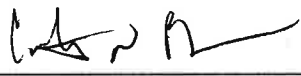
ASSIGNMENT  
Contract 72067 O4  
Long Term Electronic Health Records  
Between  
The State of Nebraska and NTT Data long Term Care Solutions, Inc.

Pursuant to Section III, Clause P of Contract 72067 O4, the Department of Health and Human Services (DHHS) assigns Contract 72067 O4 to the Nebraska Department of Veterans Affairs (NDVA) effective July 1, 2017. The NDVA hereby accepts the assignment and agrees to be bound by the terms and conditions of the Contract, and to perform the obligations of the Contract.

DHHS shall remain liable for any costs, whether recurring or not, incurred under the Contract prior to July 1, 2017. NDVA shall be liable for any costs, whether recurring or not, incurred beginning July 1, 2017.

IN WITNESS WHEREOF, the parties have executed this Assignment as of the date of execution by both parties below.

Department of Health and Human Services

By: 

Name: Courtney N. Phillips, PhD

Title: Chief Executive Officer

Date: 6/27/17

Nebraska Department of Veterans Affairs

By: 

Name: John Hilgert

Title: Director

Date: 6/26/17

Department of Administrative Services

By: 

Name: DOUGLAS WILKEN

Title: DAS-Materiel Administrator

Date: 6 JULY 2017

# STATE OF NEBRASKA SERVICE CONTRACT AWARD

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**CONTRACT NUMBER**  
**72067 04**

PAGE 1 of 2	ORDER DATE 06/29/16
BUSINESS UNIT 25600002	BUYER NANCY STORANT (AS)
VENDOR NUMBER: 2258394	
VENDOR ADDRESS:  NTT DATA LONG TERM CARE SOLUTIONS INC 8383 158TH AVE NE STE 100 REDMOND WA 98052-3846	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

**JULY 05, 2016 THROUGH JULY 04, 2020**

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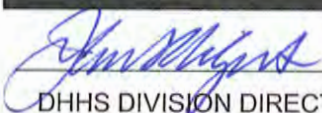
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DHHS DIVISION DIRECTOR

7/7/16  
PK  
  
BUYER  
9/18/16  
MATERIEL ADMINISTRATOR

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<b>Total Order</b>					<b>1,037,050.00</b>



BUYER INITIALS

ADDENDUM ONE to Contract Award  
Terms and Conditions  
Contract 72067 O4  
Long Term Care Electronic Health Records  
Between  
The State of Nebraska and NTT DATA Long Term Care Solutions, Inc.

The following Terms and Conditions, Amendment One of Contract 72067 O4 have been reviewed and agreed upon between NTT DATA Long Term Care Solutions, Inc. "Contractor" and the State of Nebraska "State". This addendum will become part of the contract for Long Term Care Electronic Health Records. The terms and conditions of this Addendum shall supersede, prevail and govern in the case of any inconsistencies with the Terms and Conditions indicated in Section III of the Request for Proposal, except that any section herein marked "Reserved" shall have no effect on the Terms and Conditions indicated in Section III of the Request for Proposal.

By signing this Addendum the Contractor guarantees compliance with the provisions stated herein, agrees to the terms and conditions and certifies Contractor maintains a drug free work place environment.

**A. GENERAL**

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor's Proposal, signed in ink
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

**B. AWARD - RESERVED**

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT /  
NONDISCRIMINATION**

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Sub-Contractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all sub-contracts for services to be covered by any contract resulting from this Request for Proposal.



**D. PERMITS, REGULATIONS, LAWS**

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

**E. OWNERSHIP OF INFORMATION AND DATA**

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Contractor pursuant to this contract.

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

Any information or data developed or derived by Contractor pursuant to this contract will be developed by Contractor within its proprietary software product and will be owned by Contractor. The State will be granted the same rights of usage as granted to the State for use of Contractor's proprietary software products. The State, however, will own all patient information processed by the Contractor software.

**F. INSURANCE REQUIREMENTS**

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Sub-Contractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Sub-Contractor(s). The Contractor is also responsible for ensuring Sub-Contractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Sub-Contractor to commence work on any Sub-Contract until all similar insurance required of the Sub-Contractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

**1. WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Sub-Contractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Sub-Contractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Sub-Contractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Sub-Contractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance

carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

**3. INSURANCE COVERAGE AMOUNTS REQUIRED**

**a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

**b. COMMERCIAL GENERAL LIABILITY**

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person

**c. COMMERCIAL AUTOMOBILE LIABILITY**

Bodily Injury/Property Damage	\$1,000,000 combined single limit
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**d. UMBRELLA/EXCESS LIABILITY**

Over Primary Insurance	\$1,000,000 per occurrence
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**e. SUBROGATION WAIVER**

"Waiver of Subrogation on the Worker's Compensation in favor of the State of Nebraska."

**f. LIABILITY WAIVER**

"The State of Nebraska, Certificate holder, is an additionally insured, primary & noncontributory on the General Liability."

**4. EVIDENCE OF COVERAGE**

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-2089 (fax)

Administrative Services  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**G. COOPERATION WITH OTHER CONTRACTORS**

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

**H. INDEPENDENT CONTRACTOR**

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

**I. CONTRACTOR RESPONSIBILITY**

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Sub-Contractor's services, the Sub-Contractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any Sub-Contractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

**J. CONTRACTOR PERSONNEL**

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Sub-Contractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Sub-Contractor selected to perform work on the project.

Personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Sub-Contractor employee.

In respect to its employees, the Contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. damages incurred by Contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

**K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION**

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

**L. CONFLICT OF INTEREST**

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

**M. PROPOSAL PREPARATION COSTS - RESERVED**

**N. ERRORS AND OMISSIONS**

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

**O. BEGINNING OF WORK**

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

**P. ASSIGNMENT BY THE STATE**

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

**Q. ASSIGNMENT BY THE CONTRACTOR**

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

**R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL - RESERVED**

**S. GOVERNING LAW**

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

**T. ATTORNEY'S FEES**

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, and ordered by the court, if the State is the prevailing party.

**U. ADVERTISING**

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

**V. STATE PROPERTY**

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

**W. SITE RULES AND REGULATIONS**

The Contractor shall use commercially reasonable efforts to ensure that its employees, agents, and Sub-Contractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the

State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the Contractor.

## **X. NOTIFICATION**

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II.A. Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

- 1.** Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.
- 2.** Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

## **Y. EARLY TERMINATION**

The contract may be terminated as follows:

- 1.** The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
- 2.** The State, in its sole discretion, may terminate the contract for any reason upon ninety (90) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
- 3.** The State may terminate the contract immediately for the following reasons:
  - a.** if directed to do so by statute;
  - b.** Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c.** a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d.** fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e.** an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f.** a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;

- g.** Contractor intentionally discloses confidential information;
- h.** Contractor has or announces it will discontinue support of the deliverable;
- i.** second or subsequent documented "vendor performance report" form deemed unacceptable by the State Purchasing Bureau; or
- j.** Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

**Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

**AA. BREACH BY CONTRACTOR**

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

**BB. ASSURANCES BEFORE BREACH**

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

**CC. ADMINISTRATION – CONTRACT TERMINATION**

- 1.** Contractor must provide confirmation that upon contract termination all deliverables prepared in accordance with this agreement shall become the property of the State of Nebraska; subject to the ownership provision (section E) contained herein, and is provided to the State of Nebraska at no additional cost to the State.
- 2.** Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures.

**DD. PENALTY**

In the event that the Contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the Contractor, without penalty, until such failure is cured or otherwise adjudicated. Failure to meet the dates for the deliverables as agreed upon by the parties may result in an assessment of penalty due the State based on the attached Exhibit 1, Penalties; except for payments due in regard to NetSolutions software. Contractor will be notified in writing when penalty will commence.

**EE. RETAINAGE**

The State may withhold ten percent (10%) of each payment due for services rendered by Contractor as retainage. The entire retainage amount will be payable upon successful completion of the project. Upon completion of the project, the Contractor will invoice the State for any outstanding work and for the retainage. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the Contractor within forty-five (45) calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.

**FF. FORCE MAJEURE**

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

**GG. PROHIBITION AGAINST ADVANCE PAYMENT**

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

**HH. PAYMENT**

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services.

**II. INVOICES**

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

The contractor shall submit invoices that clearly match all charges to the corresponding contract deliverable or annual charge, whichever is applicable. Invoice charges should be further categorized by full description of all work completed and/or product delivered, quantities, and prices. Any charges based on hourly rates shall indicate the hours by individual and position, with a detailed explanation of the work covered by the hours. DHHS DVH will finalize the format of the invoices with the contractor at the start of the contract

**JJ. RIGHT TO AUDIT**

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Sub-Contractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at

Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Sub-Contractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Sub-Contractors to the extent that those sub-contracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of five (5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor

**KK. TAXES**

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

**LL. INSPECTION AND APPROVAL**

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Sub-Contractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work. The State agrees to comply with all security procedures and policies in effect at the applicable contractor facility.

**MM. CHANGES IN SCOPE/CHANGE ORDERS**

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification. Changes or additions to the contract beyond the scope of the RFP are not permitted.

**NN. SEVERABILITY**

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**OO. CONFIDENTIALITY**

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable



information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**PP. PROPRIETARY INFORMATION - RESERVED**

**QQ. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING - RESERVED**

**RR. STATEMENT OF NON-COLLUSION**

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

**SS. PRICES**

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award, prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

**TT. BEST AND FINAL OFFER - RESERVED**

**UU. ETHICS IN PUBLIC CONTRACTING - RESERVED**

**VV. INDEMNIFICATION**

**1. GENERAL**

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to claims for personal injury, including death, or property damage arising from the willful misconduct, negligence, error, or omission of the Contractor, its employees, Sub-Contractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims. The Contractor's foregoing indemnification obligation is conditioned upon the State providing the Contractor with prompt written notice of any such claim and sole control of the defense thereof, and subject to Attorney General statutory authority.

**2. INTELLECTUAL PROPERTY**

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Sub-Contractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole

cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

**3. PERSONNEL**

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

**WW. NEBRASKA TECHNOLOGY ACCESS STANDARDS**

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

**XX. ANTITRUST**

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**YY. DISASTER RECOVERY/BACK UP PLAN**

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

**ZZ. TIME IS OF THE ESSENCE**

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

**AAA. RECYCLING**

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. §81-15,159.**BBB. DRUG POLICY**

**BBB. DRUG POLICY**

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. §81-15,159.**BBB. DRUG POLICY**

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**CCC. EMPLOYEE WORK ELIGIBILITY STATUS**

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the Request for Proposal response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**DDD. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY - RESERVED**

**EEE. POLITICAL SUB-DIVISIONS**

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. §81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

**FFF. OFFICE OF PUBLIC COUNSEL - DELETED**

**GGG. LONG-TERM CARE OMBUDSMAN - DELETED**

**HHH. LICENSE/SERVICE OR OTHER AGREEMENTS**

Any License/Service or other such agreements which the bidder may want the State to consider must be submitted with the bid. Any License/Service or other such agreements submitted to the State post bid opening may result in the bid being rejected in its entirety. Any such agreement, if agreed to by the State, will be considered an addendum to the contract. Any terms and conditions contained in any such accepted agreement (addendum) must not conflict with or alter the State's Terms and Conditions (Terms and Conditions) as contained in the RFP and finalized in the contract. In the event of any conflict between the Terms and Conditions and any addendum the Terms and Conditions will prevail.

The State reserves the right to reject any submitted addendum and considers the submission of any such addendum to be a proposed alteration of the Terms and Conditions.

This clause does not apply to any third party license or service agreements.

**III. PERFORMANCE MEASURES**

Notwithstanding any other provisions to the contrary, in no event shall the Penalties set forth in Exhibit 1 be assessed by the State for failures due to events beyond the reasonable control of Contractor, and the Penalties shall in no case exceed the sum of \$2,000 per month in the aggregate. Performance Measures will be measured monthly, but Penalties will be assessed and paid quarterly. In the event that Contractor's performance exceeds a missed Performance Measure during each of the two (2) months following a month in which the Performance Measure is missed, the State agrees that no Penalty for the missed Performance Measure will be due.

**JJJ. LIMITATION OF LIABILITY**

Except for liability arising from contractor's indemnification obligations set forth herein, in no event will contractor be liable for consequential or incidental damages including, without limitation, lost profits or any claim or demand against the state by any other party due to any cause whatsoever, even if contractor has been advised of the possibility of such damages. This limitation shall be exclusive of insurance, indemnities, and any other express liability of the contractor contained herein, including that Contractor shall refund the pro rata price paid during any period of default, not to exceed 100% of the total contract price. Contractor's liability hereunder, regardless of the form of action, shall not exceed the total amount paid by state during the eighteen (18) month period immediately preceding a claim.

**KKK. SOFTWARE SUBSCRIPTION**

The State subscribes to the software listed in Contractor's Proposal (the "Software"), which NTT DATA will make available to the State under a "Software as a Service" or "SaaS" model. The State's purchase of the subscription set forth herein authorizes use of the Software at the State's authorized Subscription Site(s). No other use or access of the Software is authorized without the express prior written consent of NTT DATA. The Software is the valuable trade secret property of NTT DATA or NTT DATA's third party software vendor, and NTT DATA or the applicable third party software vendor shall at all times retain title to the Software.

**LLL. SOFTWARE UPDATES AND SUPPORT**

The State's subscription includes Software Update Service, which entitles the State to all Software modifications and updates released by NTT DATA during each annual period of the subscription term set forth herein. In addition to the foregoing, the State's subscription also includes Operating Support Service, which entitles the State to reasonable telephone and/or remote troubleshooting assistance and advice during normal working hours on questions or problems related to the Software.

**MMM. TRAINING**

Contractor will provide initial training to the State's personnel in the use of the Software in accordance with Contractor's standard practices. The State agrees to make qualified personnel available to receive said training promptly following execution of this Agreement and in accordance with any mutually agreed dates and times for training to be conducted by Contractor.

**NNN. OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS**

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

2. The Subscription Items will be disclosed by Contractor to the State in confidence. The State acknowledges that the Subscription Items are considered the confidential information of Contractor. The State shall not cause or permit disclosure, copying, display, loan, publication, transfer of possession (whether by sale, exchange, gift, operation of law, or otherwise) or other dissemination of the Subscription Items, in whole or in part, to any third party without the prior written consent of Contractor, which consent may be withheld in Contractor's sole discretion. The State will limit the use of and access to the Subscription Items to the State's authorized users. The State shall take all reasonable steps to safeguard the Subscription Items and to ensure that no unauthorized persons have access to the Subscription Items and that no persons authorized to have such access shall take any action which would be prohibited by this Agreement if taken by the State. The State shall promptly report to Contractor any actual or suspected violation of this Section and shall take further steps as reasonably requested by Contractor to prevent or remedy any such violation.

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

4. This Agreement prohibits the following by the State:

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

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

## **OOO. SECURITY AND CONFIDENTIALITY**

Any State data stored on the servers of Contractor or third parties retained by Contractor shall at all times be regarded as the property of the State. Contractor agrees to maintain security measures to protect the confidentiality of such data. Contractor shall have the authority to access the State Data solely as such access is required for performance of this Agreement. Only those Contractor employees with a "need to know" will have access to the State data for purposes directly associated with providing services to the State under this Agreement. Upon the written request of the State during the term of this Agreement, Contractor will return the State data to the State. Upon the termination or expiration of this Agreement, Contractor shall return the State data to the State or destroy same.

## **PPP. STATE OBLIGATIONS**

1. The State shall use the Subscription Items in a careful and proper manner and shall comply with and conform to all national, state, municipal, and other laws, ordinances and regulations in any way relating to the possession, use or maintenance of the Subscription Items.
2. The State shall maintain the security of any passwords issued by Contractor or Contractor's third party software vendor and take reasonable precautions to insure that the State and its employees do not disclose the Subscription Items to nor permit the Subscription Items to be possessed, used or accessed by any other person or organization.
3. The State will not, and will not knowingly permit others to, use the Subscription Items (i) for any unlawful or illegal purpose or in connection with or in furtherance of any unlawful or illegal activity, (ii) in violation of any applicable law or regulation, (iii) in a manner that will, or is likely to, infringe the copyright, trademark, trade secret or other intellectual property rights of others or violate the right of privacy, publicity or other personal rights of others, or (iv) in connection with any conduct or activity that is, in the sole opinion of Contractor, defamatory, indecent, obscene, offensive, threatening, abusive, hateful, tortuous or violate of the rights of any other person or entity;
4. The State will not, and will not permit others to, do any act which the State may reasonably expect to interfere with or compromise the security or functionality of the Subscription Items, including without limitation attempting to probe or test the vulnerability of any system or network connected to or accessible by the State;
5. The State shall implement reasonable controls to ensure that the Subscription Items are accessed and utilized only as intended pursuant to Contractor's guidelines and instructions for the Subscription Items and, from the State's utilization, only by the State Users with appropriate Credentials. The State shall be responsible for (i) issuing Credentials and (ii) managing Credentials pursuant to applicable minimum access policies or requirements maintaining the confidentiality of Credentials used to access the Hosting Service. "Credentials" means a login name and password provided to a User. "User" means the staff members and representatives of the State who are identified by the State to receive access to the Subscription Items;
6. No equipment owned, leased, maintained by or controlled by the State which is connected to or utilized in connection with the State's use of the Subscription Items will (i) interfere with or impair any Hosting Service or any services or facilities of Contractor or any third party, (ii) unlawfully interfere with or impair the transmission of privacy of any data or communications transmitted over the Subscription Items or over any services or facilities of Contractor or any third party, or (iii) create, cause or contribute to the creation or causing of a hazard to Contractor or any third party;

## **QQQ. DISENGAGEMENT**

1. In the event of termination or expiration of this Agreement, Contractor and the State shall prepare a written plan for the State's disengagement from the subscription services (the "Disengagement Plan"). The purpose of the Disengagement Plan will be to provide a plan to transfer the State data from Contractor to the State. The Disengagement Plan will outline the steps and activities involved in disengagement, the manner in which the steps and activities will be accomplished, the general responsibility for each, and the services required from Contractor.
2. Upon termination or expiration of this Agreement or upon request of the State, Contractor shall provide to the State or the State's designee the assistance described in the Disengagement Plan to facilitate the orderly transfer of the State's data to the State ("Disengagement Assistance"). The State may also request that Contractor begin providing Disengagement Assistance at any time within the ninety (90) day period prior to expiration of the subscription term. The Disengagement Assistance shall be provided to the State at Contractor's current time and materials rates as noted on the Cost Proposal, not to exceed ninety (90) days after the expiration or termination of this Agreement.

**RRR. WARRANTIES**

Contractor represents and warrants (i) that it owns all right, title and interest in and to the Subscription Items, or (ii) that it has the full unrestricted right to grant all rights of Subscription Item usage granted to the State herein.

This Addendum and any attachments hereto will become part of the Contract. Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Contract or any earlier Addendum, the terms of this Addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Nebraska

By: 

Name: Bo Botelho

Title: Materiel Administrator

Date: 7/5/16

Contractor: NTT DATA Long Term Care Solutions, Inc.

By: 

Name: MIKE S JONES

Title: SVP + GM

Date: 6/22/2016

State of Nebraska  
Health and Human Services  
Veteran Homes

By: 

Name: John A. Hilgert

Title: Division Director

Date: 6/29/16

**Penalties**  
**Request for Proposal Number 5135 Z1**

**1. Overview of Performance Measures and Penalties**

The contractor shall submit monthly performance measurement reports with detailed (record level) data for all Performance Measures to DHHS during the Operations and Maintenance Phase. DHHS has final determination and approval of the calculation method for Performance Measures, and shall be reasonable in its administration of said determination and approval. In addition, the contractor shall submit reports along with a monthly attestation that measure the contractor's performance in relation to each Performance Measure.

DHHS may impose penalties during the Operations and Maintenance Phase for each instance of failure to meet Performance Measures, unless a specific requirement is waived for a specific time period, in writing, by an authorized DHHS representative.

DHHS shall retain the right to assess additional damages for actual losses suffered by the State due to the contractor's failure to meet Performance Measures. Further, the contractor shall indemnify the State against any fines imposed on the State by its Federal partners for failing to meet requirements or timelines, or any actual damages incurred by the State relating in any way to the contractor's failure to meet Performance Measures.

**2. Penalties for Failure to Meet Performance Measures**

For each Performance Measure listed below, the penalties that may be assessed are described in the following table:

#	PERFORMANCE MEASURE	Penalty
1	Failure to report 100% of all security breaches to the State's Project Manager in writing and by telephone promptly at time of incident or its discovery	\$1,000 per instance
2	Failure to recover 99.9% of data affected by terminal failures	\$1,000 per incident
3	Failure to identify and correct 100% of system processing errors specifically due to issues at the platform level within one (1) business day after detection	\$500 per instance
4	Failure to report and track critical system deficiencies within one (1) business day of deficiency discovery	\$500 per instance
5	Failure to meet the following standards: <ul style="list-style-type: none"> <li>a. 100% of calls and problem reports shall be documented in an electronic support system/user support log</li> <li>b. 100 % of calls will be answered by a live person twenty-four (24) hours a day seven (7) days a week.</li> <li>c. 100% of individual access issues shall be resolved within twenty-four (24) hours, provided that individual access is due to issues at the platform level.</li> </ul>	\$1,000 per month where the standard is not met
6	Failure to return calls and respond to emails in accordance with requirements by Severity Level: <ul style="list-style-type: none"> <li>a. 100% of suspected Severity Level One calls shall be returned and emails shall be answered within one (1) hour. (DHHS requires 24 hours a day, 7 days a week (24/7) coverage for Severity Level One calls but expects few calls to be at this level.)</li> <li>b. 100% of Severity Level Two, Three, and Four calls shall be returned and emails shall be answered within one (1) business day</li> <li>c. 100% of Severity Level One issues shall be resolved within four (4) business hours</li> <li>d. 100% of Severity Level Two issues shall be resolved within twenty-four (24) business hours</li> <li>e. 100% of Severity Level Three issues shall be resolved within seventy-two (72) business hours</li> <li>f. 100% of Severity Level Four issues shall be resolved within a reasonable and mutually agreed-upon time period.</li> </ul> <p>Severity Level Definitions:  Level One: Problems that affect the operation of site critical systems for which no workaround exists. System inaccessible due to application failure or</p>	\$1,000 per month where response time standards are not met

#	PERFORMANCE MEASURE	Penalty
	<p>database failure. Software problems that will severely impact revenue/resident care if not corrected.</p> <p>Level Two: These calls are similar in nature to Severity Level 1 calls, but workarounds exist for the problems.</p> <p>Level Three: Calls associated with problems that have a minimal impact on site processing. These calls will be addressed during normal business hours.</p> <p>Level Four: Request for assistance, information, or services that are routine in nature. These calls will be addressed during normal business hours.</p>	
7	Failure to meet a requirement specified in any Corrective Action Plan issued by the Division addressing a performance issues at the platform level.	\$500 per business day
8	Failure to have the Long Term Care Electronic Health Record available online 24x7, 99.9% of the time each month, with the exception of planned and approved downtime and force majeure events	\$1,000 per month where the standard is not met
9	Failure to provide monthly performance reports for any given month within ten (10) calendar days following the end of the month	\$250 per calendar day
10	<p>Failure to meet the described minimum response times accessing the system from the browser on the application server during peak user load, given typical daily processing. Measurements exclude network latency caused by the States service provider or the client network. NTT Data will work with the State to determine the cause and resolve any problems. Times will be measured for adherence to the requirements at the State's discretion.</p> <p>a. Record Search Time – The response time must be within four (4) seconds 95% of the time and under ten (10) seconds for 100% of the time for record searches.</p> <p>b. Record Retrieval Time – The response time must be within four (4) seconds 95% of the time and under ten (10) seconds 100% of the time for record retrievals.</p> <p>c. Transaction Response Time – The response time must be within two (2) seconds 95% of the time and under ten (10) seconds for 100% of the time for screen response.</p> <p>d. Print Initiation Time – The response time must be within two (2) seconds 95% of the time and under ten (10) seconds 100% of the time-for-print initiations.</p> <p>e. Subsequent Page Display Response Time - The movement from viewing one page to viewing the next page within the same document shall not take more than one (1) second 95% of the time and under five (5) seconds for 100% of the time for screen response.</p> <p>f. Document Availability - 99.5% of all documents must be available within on average five (5) seconds after imaged.</p>	\$1,000 per month where response time standards are not met



**For public information purposes only; not part of contract.**

**Request for Proposal Number 5135 Z1  
Contract Number 72067 O4  
Proposal Opening: November 9, 2015**

In accordance with Nebraska Revised Statutes §84.712.05(3), the following material(s) has not been included due to it being marked proprietary.

NTT Data Long Term Care Solutions, Inc.

1. None

In accordance with Federal U.S. Copyright Law Title 17 U.S.C. Section 101 et seq., Title 18 U.S.C. 2319, the following material(s) has not been included due to them being copyrighted.

NTT Data Long Term Care Solutions, Inc.

1. None

2015 NOV 9 PM 1 15

3

**Nebraska State Purchasing Bureau**  
**Attn: Nancy Storant / Robert Thompson**  
**402-417-6500**  
**1526 K Street, Ste 130**  
**Lincoln, NE 68502**  
<http://1drv.ms/1WDaS6O>

**NTT DATA**

**Nebraska State Purchasing Bureau**

Request For Proposals Response – 11/9/2015

RFP No. 5135 Z1 – Long Term Care Electronic Health Record





Monday, November 09, 2015

*RE: RFP5135 Z1 Long Term Care Electronic Health Record*

Dear Ms. Torant and Mr. Thompson,

We welcome the opportunity to respond to your RFP for an LTCEHR for DHHS DVH.

The response that follows is detailed and we hope it satisfies your initial evaluation.

Please let us know if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "John Rupp". The signature is fluid and cursive.

John Rupp  
Manager, Western US Region  
719.694.8116 Direct  
John.Rupp@nttdata.com

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**State of Nebraska (State Purchasing Bureau)  
REQUEST FOR PROPOSAL FOR CONTRACTUAL  
SERVICES FORM**

RETURN TO:  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508  
Phone: 402-471-6500  
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
<b>RFP5135 Z1</b>	<b>September 24, 2015</b>
OPENING DATE AND TIME	PROCUREMENT CONTACT
<b>November 9, 2015 2:00 p.m. Central Time</b>	<b>Nancy Storant/Robert Thompson</b>

This form is part of the specification package and must be signed in ink and returned, along with proposal documents, by the opening date and time specified.

**PLEASE READ CAREFULLY!**

**SCOPE OF SERVICE**

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau, is issuing this Request for Proposal, RFP Number 5135 Z1 for the purpose of selecting a qualified contractor to provide a Long Term Care Electronic Health Record.

Written questions are due no later than October 8, 2015 and should be submitted via e-mail to [as.materiel purchasing@nebraska.gov](mailto:as.materiel purchasing@nebraska.gov) Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original of the entire proposal. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in State Purchasing Bureau by the date and time of proposal opening per the schedule of events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order for a bidder's proposal to be evaluated.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

Contractor hereby grants permission to the State of Nebraska and/or its agencies to reprint or republish any and all copyrighted documents related to Contractor's response to this Request for Proposal, and any and all figures, illustrations, photographs, charts, and other supplementary material on a website accessible by the public pursuant to Neb. Rev. Stat. §84-602.02. This waiver does not apply to proprietary information properly submitted in a separate sealed, package clearly marked "Proprietary."

Contractor represents and warrants that the contents of this response to Request for Proposal and all figures, illustrations, photographs, charts, and other supplementary material herein are original and do not libel anyone or infringe upon any patent, copyright, proprietary right, or any other right whatsoever of any other party. Contractor represents and warrants that Contractor has full power and authority to execute this Copyright Release and to grant the State of Nebraska and/or its agencies the right granted herein.

Contractor agrees to indemnify, defend, and hold harmless the State of Nebraska and/or its agencies against any and all claims, suits, and/or judgments, including costs, expenses, damages, and reasonable legal fees

based upon and arising from Contractor's violation of the rights of others and/or by reason of a breach of any of the foregoing warranties.

**BIDDER MUST COMPLETE THE FOLLOWING**

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat §73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

**NEBRASKA CONTRACTOR AFFIDAVIT:** Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

I hereby certify that I am a **Resident disabled veteran or business located in a designated enterprise zone** in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

FIRM: NTT DATA Long Term Care Solutions, inc.

COMPLETE ADDRESS: 8383 158th Ave NE, Suite 100, Redmond, WA 98052

TELEPHONE NUMBER: 425-307-2200 FAX NUMBER: 425-307-2250

SIGNATURE:  DATE: 11/2/15

TYPED NAME & TITLE OF SIGNER: Mike Jones, Senior Vice President



**I. TERMS AND CONDITIONS**

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal. **Bidders must include completed Section III with their proposal response.**

**A. GENERAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ			

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor's Proposal, signed in ink
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

**B. AWARD**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ			

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does

not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once intent to award decision has been determined, it will be posted to the Internet at:  
<http://das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at:  
[http://das.nebraska.gov/materiel/purchase\\_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors.pdf](http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors.pdf)

Any protests must be filed by a vendor within ten (10) business days after the intent to award decision is posted to the Internet.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ			

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Sub-Contractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all sub-contracts for services to be covered by any contract resulting from this Request for Proposal.

**D. PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ			

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.


**E. OWNERSHIP OF INFORMATION AND DATA**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		MJ	Any information or data developed or derived by NTT DATA pursuant to this contract will be developed by NTT DATA within its proprietary software product and will be owned by NTT DATA. The State will be granted the same rights of usage as granted to the State for use of NTT DATA's proprietary software products. The State, however, will own all patient information processed by the NTT DATA software.

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Contractor pursuant to this contract.

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

**F. INSURANCE REQUIREMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ 			Evidence of Insurance included. See Table of Contents.

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Sub-Contractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Sub-Contractor(s). The Contractor is also responsible for ensuring Sub-Contractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Sub-Contractor to commence work on any Sub-Contract until all similar insurance required of the Sub-Contractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

**1. WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Sub-Contractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Sub-Contractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Sub-Contractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Sub-Contractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

**3. INSURANCE COVERAGE AMOUNTS REQUIRED**

- a. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**  
 Coverage A Statutory  
 Coverage B  
 Bodily Injury by Accident \$100,000 each accident  
 Bodily Injury by Disease \$500,000 policy limit  
 Bodily Injury by Disease \$100,000 each employee
- b. **COMMERCIAL GENERAL LIABILITY**  
 General Aggregate \$2,000,000  
 Products/Completed Operations Aggregate \$2,000,000  
 Personal/Advertising Injury \$1,000,000 any one person  
 Bodily Injury/Property Damage \$1,000,000 per occurrence  
 Fire Damage \$50,000 any one fire  
 Medical Payments \$5,000 any one person
- c. **COMMERCIAL AUTOMOBILE LIABILITY**  
 Bodily Injury/Property Damage \$1,000,000 combined single limit
- d. **UMBRELLA/EXCESS LIABILITY**  
 Over Primary Insurance \$1,000,000 per occurrence
- e. **SUBROGRATION WAIVER**  
 "Waiver of Subrogation on the Worker's Compensation in favor of the State of Nebraska."
- f. **LIABILITY WAIVER**  
 "The State of Nebraska, Certificate holder, is an additionally insured, primary & noncontributory on the General Liability."

**4. EVIDENCE OF COVERAGE**

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-2089 (fax)

Administrative Services  
 State Purchasing Bureau  
 1526 K Street, Suite 130  
 Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.


**G. COOPERATION WITH OTHER CONTRACTORS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ			

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

**H. INDEPENDENT CONTRACTOR**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ 			

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

**I. CONTRACTOR RESPONSIBILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ 			

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Sub-Contractor's services, the Sub-Contractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any Sub-Contractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

**J. CONTRACTOR PERSONNEL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ 			

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Sub-Contractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Sub-Contractor selected to perform work on the project.

Personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Sub-Contractor employee.

In respect to its employees, the Contractor agrees to be responsible for the following:


1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. damages incurred by Contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

**K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ 			

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

**L. CONFLICT OF INTEREST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ 			

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

**M. PROPOSAL PREPARATION COSTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ			

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this Request for Proposal.

**N. ERRORS AND OMISSIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ			

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

**O. BEGINNING OF WORK**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ			

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

**P. ASSIGNMENT BY THE STATE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ			

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

**Q. ASSIGNMENT BY THE CONTRACTOR**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ			

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

**R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ			

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

**S. GOVERNING LAW**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ			

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

**T. ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		MJ	In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the prevailing party shall be entitled to recover all expenses of such action, as permitted by law, including attorney's fees and costs from the other party.

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.




**U. ADVERTISING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ 			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

**V. STATE PROPERTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ 			

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

**W. SITE RULES AND REGULATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		MJ 	NTT DATA agrees to use commercially reasonable efforts to ensure compliance with site rules and regulations.

The Contractor shall use its best efforts to ensure that its employees, agents, and Sub-Contractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the Contractor.

**X. NOTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ 			


During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II.A. Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.
2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

**Y. EARLY TERMINATION**


Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		MJ 	All acceptable except for 3 (i) below. No indication as to what a vendor performance report entails.

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;


- h. Contractor has or announces it will discontinue support of the deliverable;
- i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
- j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

**Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ 			


The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

**AA. BREACH BY CONTRACTOR**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		MJ 	Subject to the provisions set forth in this Section AA, the State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State shall, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.


The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

**BB. ASSURANCES BEFORE BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ 			


If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

**CC. ADMINISTRATION – CONTRACT TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		MJ 	See NTT DATA Long Term Care response to Question E and Paragraph 1 below. All records that are the property of the State and are in NTT DATA's possession or under NTT DATA's control will be returned to the State upon termination as required in Paragraph 2 below.

- Contractor must provide confirmation that upon contract termination all deliverables prepared in accordance with this agreement shall become the property of the State of Nebraska; subject to the ownership provision (section E) contained herein, and is provided to the State of Nebraska at no additional cost to the State.
- Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures.

**DD. PENALTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		MJ 	Accepted as stated, but qualified as limited to withholding of monies payable for implementation and customization services. Not accepted for withholding of monies payable for the NetSolutions software.

In the event that the Contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the Contractor, without penalty, until such failure is cured or otherwise adjudicated. Failure to meet the dates for the deliverables as agreed upon by the parties may result in an assessment of penalty due the State based on the attached Exhibit 1, Penalties,. Contractor will be notified in writing when penalty will commence.

**EE. RETAINAGE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		MJ 	Retainage accepted for service fees only.

The State may withhold ten percent (10%) of each payment due as retainage. The entire retainage amount will be payable upon successful completion of the project. Upon completion of the project, the Contractor will invoice the State for any outstanding work and for the retainage. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the Contractor within forty-five (45) calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.

**FF. FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ 			


Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

**GG. PROHIBITION AGAINST ADVANCE PAYMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ 			


Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

**HH. PAYMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ 			

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services.


**II. INVOICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ 			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

The contractor shall submit invoices that clearly match all charges to the corresponding contract deliverable or annual charge, whichever is applicable. Invoice charges should be further categorized by full description of all work completed and/or product delivered, quantities, and prices. Any charges based on hourly rates shall indicate the hours by individual and position, with a detailed explanation of the work covered by the hours. DHHS DVH will finalize the format of the invoices with the contractor at the start of the contract

**JJ. RIGHT TO AUDIT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		X 	NTT DATA agrees to reimburse the State for the total costs of the audit if the audit reveals an overcharge in excess of 5% of total contract billings. The State must agree to furnish NTT DATA with a copy of the audit report and permit NTT DATA to verify audit findings before any adjustments are required.

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Sub-Contractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records,

shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Sub-Contractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Sub-Contractors to the extent that those sub-contracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor

**KK. TAXES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ <i>[Signature]</i>			

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

**LL. INSPECTION AND APPROVAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		X <i>[Signature]</i>	Acceptable, provided that representatives of the State agree to comply with all security procedures and policies in effect at the applicable NTT DATA facility.

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Sub-Contractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

**MM. CHANGES IN SCOPE/CHANGE ORDERS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ <i>[Signature]</i>			

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the

amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification. Changes or additions to the contract beyond the scope of the RFP are not permitted.

**NN. SEVERABILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ 			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**OO. CONFIDENTIALITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ 			

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**PP. PROPRIETARY INFORMATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ 			

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder**



wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire Request for Proposal as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

**QQ. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ			

By submission of this proposal, the bidder certifies that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

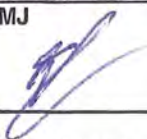
**RR. STATEMENT OF NON-COLLUSION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ			

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

**SS. PRICES**


Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		MJ 	NTT DATA does not track the information required to warrant that prices to the State are no higher than prices charged to other customers. It would be difficult to compare all the different configurations NetSolutions may be deployed in.

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award, prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

**TT. BEST AND FINAL OFFER**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ 			

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored, and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

**UU. ETHICS IN PUBLIC CONTRACTING**


Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ			

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

**VV. INDEMNIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		MJ 	The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct or gross negligence of the Contractor, its employees, Sub-Contractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims. The Contractor's foregoing indemnification obligation is conditioned upon the State providing the Contractor with prompt written notice of any such claim and sole control of the defense thereof.

**1. GENERAL**

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Sub-Contractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Sub-Contractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

**3. PERSONNEL**

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

**WW. NEBRASKA TECHNOLOGY ACCESS STANDARDS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ			

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

**XX. ANTITRUST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**YY. DISASTER RECOVERY/BACK UP PLAN**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ <i>[Signature]</i>			

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

**ZZ. TIME IS OF THE ESSENCE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ <i>[Signature]</i>			

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

**AAA. RECYCLING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ <i>[Signature]</i>			

**BBB. DRUG POLICY**

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. §81-15,159.**BBB. DRUG POLICY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ <i>[Signature]</i>			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**CCC. EMPLOYEE WORK ELIGIBILITY STATUS**


Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ 			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

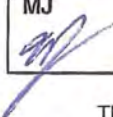
1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>  
  
The completed United States Attestation Form should be submitted with the Request for Proposal response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**DDD. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ 			

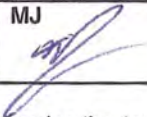
The Contractor, by signature to this RFP, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements in any and all sub-contracts into which it enters. The Contractor shall immediately notify the Department if, during the term of this contract, Contractor becomes debarred. The Department may immediately terminate this contract by providing Contractor written notice if Contractor becomes debarred during the term of this contract. Contractor, by signature to this RFP, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

**EEE. POLITICAL SUB-DIVISIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ 			

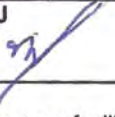
The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. §81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

**FFF. OFFICE OF PUBLIC COUNSEL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		MJ 	Not applicable to NTT DATA.

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract and shall not apply if Contractor is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq.

**GGG. LONG-TERM CARE OMBUDSMAN**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		MJ 	Not applicable to NTT DATA.

If it is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq., Contractor shall comply with the Act. This section shall survive the termination of this contract.

**HHH. LICENSE/SERVICE OR OTHER AGREEMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MJ			

Any License/Service or other such agreements which the bidder may want the State to consider must be submitted with the bid. Any License/Service or other such agreements submitted to the State post bid opening may result in the bid being rejected in its entirety. Any such agreement, if agreed to by the State, will be considered an addendum to the contract. Any terms and conditions contained in any such accepted agreement (addendum) must not conflict with or alter the State's Terms and Conditions (Terms and Conditions) as contained in the RFP and finalized in the contract. In the event of any conflict between the Terms and Conditions and any addendum the Terms and Conditions will prevail.

The State reserves the right to reject any submitted addendum and considers the submission of any such addendum to be a proposed alteration of the Terms and Conditions.

This clause does not apply to any third party license or service agreements.





# Exhibit I Page 1 of 2 CERTIFICATE OF LIABILITY INSURANCE

OP ID: SG

DATE (MM/DD/YYYY)

12/27/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

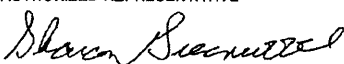
<b>PRODUCER</b> NorthStar Ins. Services, Inc. 300 First Ave, Suite 100 Needham, MA 02494 Tierney	<b>Phone:</b> 781-431-2500 <b>Fax:</b> 781-431-6134	<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>E-MAIL ADDRESS:</b> <b>PRODUCER CUSTOMER ID #:</b> NTTDA-1	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> NTT Data International Services, Inc. et al Ms. Darlene Flaherty 100 City Square Boston, MA 02129	<b>INSURER A:</b> Travelers Indemnity Company		
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$		
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$		
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <b>DEDUCTIBLE</b> <b>RETENTION</b> \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$		
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A	HC2JUB117D315A	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
A				HRJUB117D3173	01/01/2014	01/01/2015	E.L. EACH ACCIDENT	\$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
A	Commercial Crime			105545049	01/01/2014	01/01/2015	Limit	10,000,000	
							Deductibl	100,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Waiver of Subrogation included under workers' compensation as required by written contract.

<b>CERTIFICATE HOLDER</b>  PROPOS1  <b>FOR PROPOSAL PURPOSES ONLY</b>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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# Exhibit I Page 2 of 2

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/01/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com Fax: 212-948-4377  863366-E&O12-GAUE-14-15	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Hartford Fire Insurance Co</td> <td>19682</td> </tr> <tr> <td>INSURER B : Twin City Fire Insurance Co</td> <td>29459</td> </tr> <tr> <td>INSURER C : Hartford Casualty Ins Co</td> <td>29424</td> </tr> <tr> <td>INSURER D : National Union Fire Ins Co Pittsburgh PA</td> <td>19445</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Hartford Fire Insurance Co	19682	INSURER B : Twin City Fire Insurance Co	29459	INSURER C : Hartford Casualty Ins Co	29424	INSURER D : National Union Fire Ins Co Pittsburgh PA	19445	INSURER E :		INSURER F :
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INSURER E :															
INSURER F :															

**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-006194498-12                      **REVISION NUMBER:** 6

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			10 UUN TE4409	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$
B	AUTOMOBILE LIABILITY			10 UEN TT5929	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/>	SCHEDULED AUTOS NON-OWNED AUTOS				BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			10 RHU JT1602	07/01/2014	07/01/2015	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB		<input checked="" type="checkbox"/> OCCUR				AGGREGATE \$ 5,000,000
			<input type="checkbox"/> CLAIMS-MADE				\$
			DED RETENTION \$				\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
D	PROFESSIONAL LIABILITY			01-358-67-13	07/01/2014	07/01/2015	EACH CLAIM AND AGGREGATE 15,000,000
							SIR EACH CLAIM 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
EVIDENCE OF COVERAGE FOR NTT DATA INTERNATIONAL SERVICES, INC. AND ITS SUBSIDIARIES

<b>CERTIFICATE HOLDER</b>  NTT DATA INTERNATIONAL SERVICES, INC. 100 CITY SQUARE BOSTON, MA 02129	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Manashi Mukherjee <i>Manashi Mukherjee</i>
---	---

## **BIDDER IDENTIFICATION AND INFORMATION**

NTT DATA Long Term Care Solutions, Inc.  
8383 – 158<sup>th</sup> Avenue NE  
Redmond, WA 98052

NTT DATA Long-Term Care Solutions, Inc. is the unit of NTT DATA Americas that develops and supports software for Long-Term and Post-Acute Care providers. It is part of the Healthcare Technologies Division that develops and supports software for hospitals. The corporate headquarters of NTT DATA Long Term Care Solutions is in Washington State. The corporate headquarters of NTT DATA Americas is in Texas.

Our roots date back to 1969 when CARE Computer Systems was formed, the first company to offer computer services to Long-Term Care. CARE's history follows the history of computing, including a main frame computer, an early version of the PC, desktop PCs and accompanying software. CARE offered a very popular DOS version of its software, later Windows, and now the web-based NetSolutions.

When CARE's founder retired in 2000, the company was acquired by Keane, Inc.. In January 2011, Keane, Inc. was acquired by NTT DATA.

We are part of NTT DATA, a leading IT services provider and global innovation partner with 76,000 professionals based in over 40 countries. NTT DATA emphasizes long-term commitment and combines global reach and local intimacy to provide premier professional services, including consulting, application services, business process and IT outsourcing, and cloud-based solutions. We're part of NTT Group, one of the world's largest technology services companies, generating more than \$100 billion in annual revenues, and partner to 80 percent of the Fortune Global 100.

Visit [www.nttdata.com/americas](http://www.nttdata.com/americas) to learn more.

**Form A**  
**Bidder Contact Sheet**

**Request for Proposal Number 5135Z1**

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	<b>NTT DATA Long Term Care Solutions, Inc.</b>
Bidder Address:	<b>8383 158th Ave NE Redmond, WA 98052</b>
Contact Person & Title:	<b>John Rupp, Senior Sales Representative - Western U.S.</b>
E-mail Address:	<b>john.rupp@nttdata.com</b>
Telephone Number (Office):	<b>719-694-8116</b>
Telephone Number (Cellular):	<b>719-640-6172</b>
Fax Number:	<b>719-646-0856</b>

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	<b>NTT DATA Long Term Care Solutions, Inc.</b>
Bidder Address:	<b>8383 158th Ave NE Redmond, WA 98052</b>
Contact Person & Title:	<b>John Rupp, Senior Sales Representative - Western U.S.</b>
E-mail Address:	<b>john.rupp@nttdata.com</b>
Telephone Number (Office):	<b>719-694-8116</b>
Telephone Number (Cellular):	<b>719-640-6172</b>
Fax Number:	<b>719-646-0856</b>

## Financial Statements

The annual report for NTT DATA begins on the following page.

Questions pertaining to NTT DATA financials or banking relationships should be directed to:


*Lawrence D. Whelan Jr.*  
*Treasurer*  
*100 City Square*  
*Charlestown, MA 02129*  
*817-241-9200*  
*lawrence.whelan@nttdata.com*

There are no judgements, pending or expected litigation, or known real or potential financial reversals that may affect NTT DATA Long Term Care, Inc.'s viability or stability as an on-going business concern.

# ANNUAL REPORT 2015

Fiscal Year Ended March 31, 2015

Global IT Innovator



## The NTT DATA Group's Mission and Vision

### Mission Statement

NTT DATA uses information technology to create new paradigms and values, which help contribute to a more affluent and harmonious society.

### Group Vision

## Global IT Innovator

We realize the dreams of our clients around the world through long-term relationships.

We develop evolving ecosystems with our clients through leading-edge technologies.

We enhance our creativity by respecting diversity.



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Clients First, with Innovation  
and Japanese Quality

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Note: With respect to the notation of fiscal years in the graphs and charts within this annual report, "2015" indicates the fiscal year ended March 31, 2015.

**Cautionary Statement Regarding Forward-Looking Statements**  
This annual report contains forward-looking statements concerning the NTT DATA Group's future plans, strategies, and performance. These forward-looking statements are not historical facts; rather, they represent assumptions and beliefs based on economic, financial, and competitive data currently available. Forward-looking statements include information preceded by, followed by, or that include the words "predicts," "expects," "anticipates," "could," "may," or similar expressions. Furthermore, they are subject to a number of risks and uncertainties that, without limitation, relate to economic conditions, fierce competition in the information service industry, client demand, tax rules, regulations, and other factors. Readers of this annual report are cautioned not to place undue reliance on these forward-looking statements. The NTT DATA Group therefore wishes to caution readers that actual results may differ materially.



# NTT DATA's Business Structure

## World-Leading ICT Conglomerate—The NTT Group

### NTT Group

Total Assets	Net Sales	Number of Employees	Consolidated Subsidiaries
¥20,702.4 billion	¥11,095.3 billion	241,600 (consolidated)	917



- Planning management strategies for the NTT Group
- Promoting fundamental R&D efforts

**Telecommunications Carriers**

**BtoB IT Services**

**Managed ICT / Data Center Network**

**Software (Application Layers)**

## IT Services Centered on System Integration—The NTT Data Group

### NTT DATA Group

Total Assets	Net Sales	Number of Employees	Consolidated Subsidiaries
¥1,822.8 billion	¥1,511.8 billion	76,642 (consolidated)	253

### Strength Driving Differentiation

#### Foresight

- Creation of new business models
- Aggressive response to globalization
- Technological capabilities supporting more sophisticated systems

#### Reliability

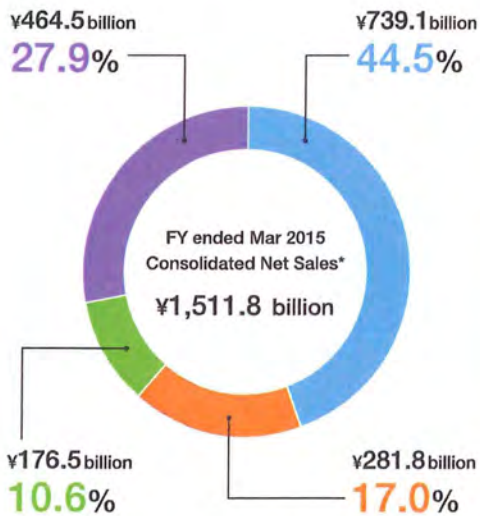
- Track record of developing large-scale systems for national and other projects
- Industry-leading financial base
- Leading presence in Japan

(Ranked 4th in government and healthcare market, 1st in financial market, and 5th in enterprise market on domestic IT service vendor rankings)

#### Neutrality

- Track record in social infrastructure system integration
- Project management capabilities adept at leading multiple vendors
- Ability to develop systems through multi-vendor approach independent of hardware

### Increasingly Diverse Business Portfolio



\* Consolidated net sales includes others and adjustments and thus is not equivalent to a simple aggregation of the net sales of each segment.

Supporting NTT DATA in the domestic financial service and public sectors

#### Public & Financial IT Services Segment

Business Areas

- Public administration
- Finance
- Healthcare
- Settlement

Creating new businesses in a wide range of fields

#### Enterprise IT Services Segment

Business Areas

- Manufacturing
- Communications, broadcasting, and utilities
- Retail, logistics, and other services

Providing the latest IT solutions

#### Solutions & Technologies Segment

Business Areas

- Platforms
- Services
- Solutions

Advancing NTT DATA's global business

#### Global Business Segment

Regional Bases

- North America
- China
- EMEA
- APAC
- Spain / Latin America

# NTT DATA's Business Fields

Expanding Business Domain

## Expanding Business Domain

through Re-Marketing initiatives that leverage the foundations formed by customer relations and technological capabilities that attest to NTT DATA's strong presence

### Leading Presence in Japan

NTT DATA's Performance on Domestic IT Service Vendor Rankings\*1

Government and healthcare

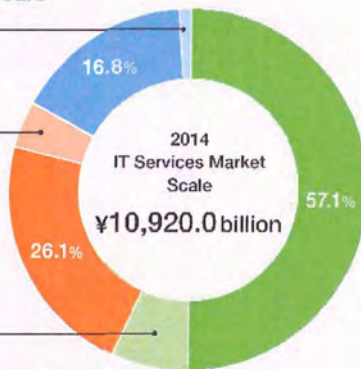
4th

Financial

1st

Enterprise

5th

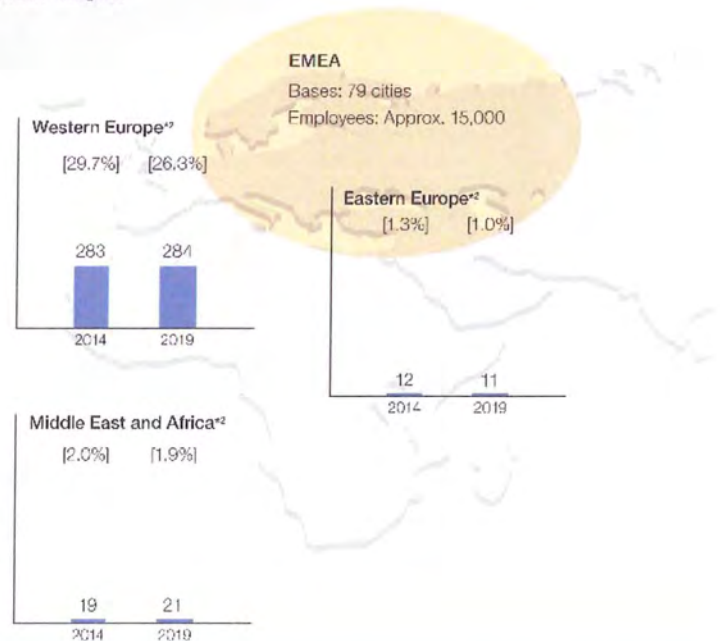


\*1 Source: Gartner "Market Share: IT Services, 2014" 31 March 2015  
 "Government and healthcare" includes the "Government," "Education," and "Healthcare" categories  
 "Financial" includes the "Banking & Securities" and "Insurance" categories.  
 "Enterprise" includes the "Transportation," "Utilities," "Wholesale Trade," "Communications, Media & Services," "Manufacturing & Natural Resources," and "Retail" categories.  
 Note: Charts / graphics created by NTT Data based on Gartner research.



**Increasing Geographic Coverage** encompassing 176 cities in 41 countries and regions  
 Approximately 76,000 people working throughout the NTT DATA Group

(As of March 2015)



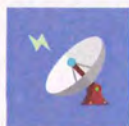
Increasing Geographic Coverage

The Gartner Reports described herein (the "Gartner Reports"), represent data, research opinion or viewpoints published, as part of a syndicated subscription service, by Gartner, Inc. ("Gartner"), and are not representations of fact. Each Gartner Report speaks as of its original publication date (and not as of the date of this annual report) and the opinions expressed in the Gartner Reports are subject to change without notice.

## Ever-Expanding Business Domain



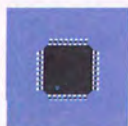
Insurance



Telecommunications



Automotive



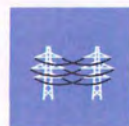
Electronics and High Tech



Transportation and Logistics



Wholesale and Distribution



Energy and Utilities



Natural Resources



Fundamental Technologies



Consumer Products



Healthcare and Life Sciences



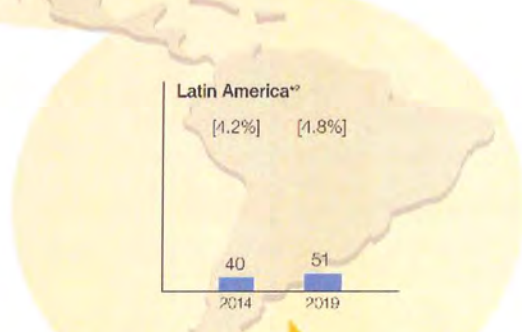
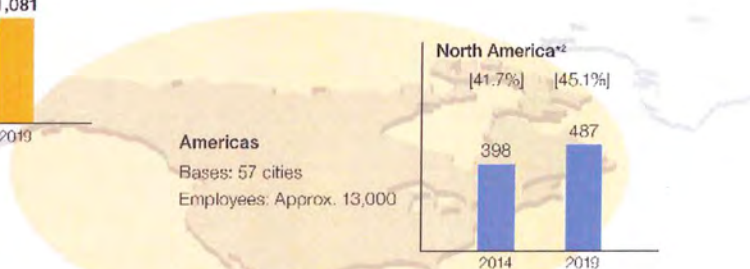
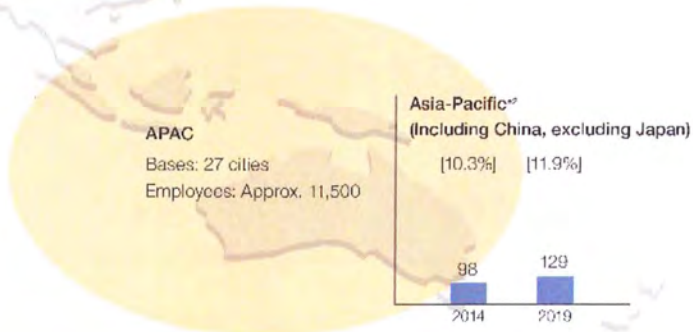
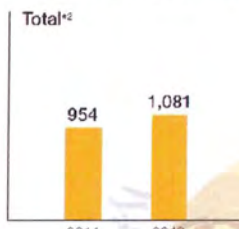
Education

\*2 Source: Gartner "Forecast: IT Services, Worldwide, 2013-2019, 2Q15" Update June 2015  
 "Eastern Europe" includes the "Eastern Europe & Eurasia" category.  
 "Middle East and Africa" includes the "Middle East" and "North Africa & Sub-Saharan Africa" categories.  
 "Asia-Pacific (including China, excluding Japan)" includes the "Emerging Asia-Pacific" and "Mature Asia-Pacific & Greater China" categories.  
 Note: Charts / graphics created by NTT Data based on Gartner research.

## Scale of IT Services Markets Around the World\*2

(Billions of U.S. dollars)

Percentages in brackets [ ] represent percent of total global market.



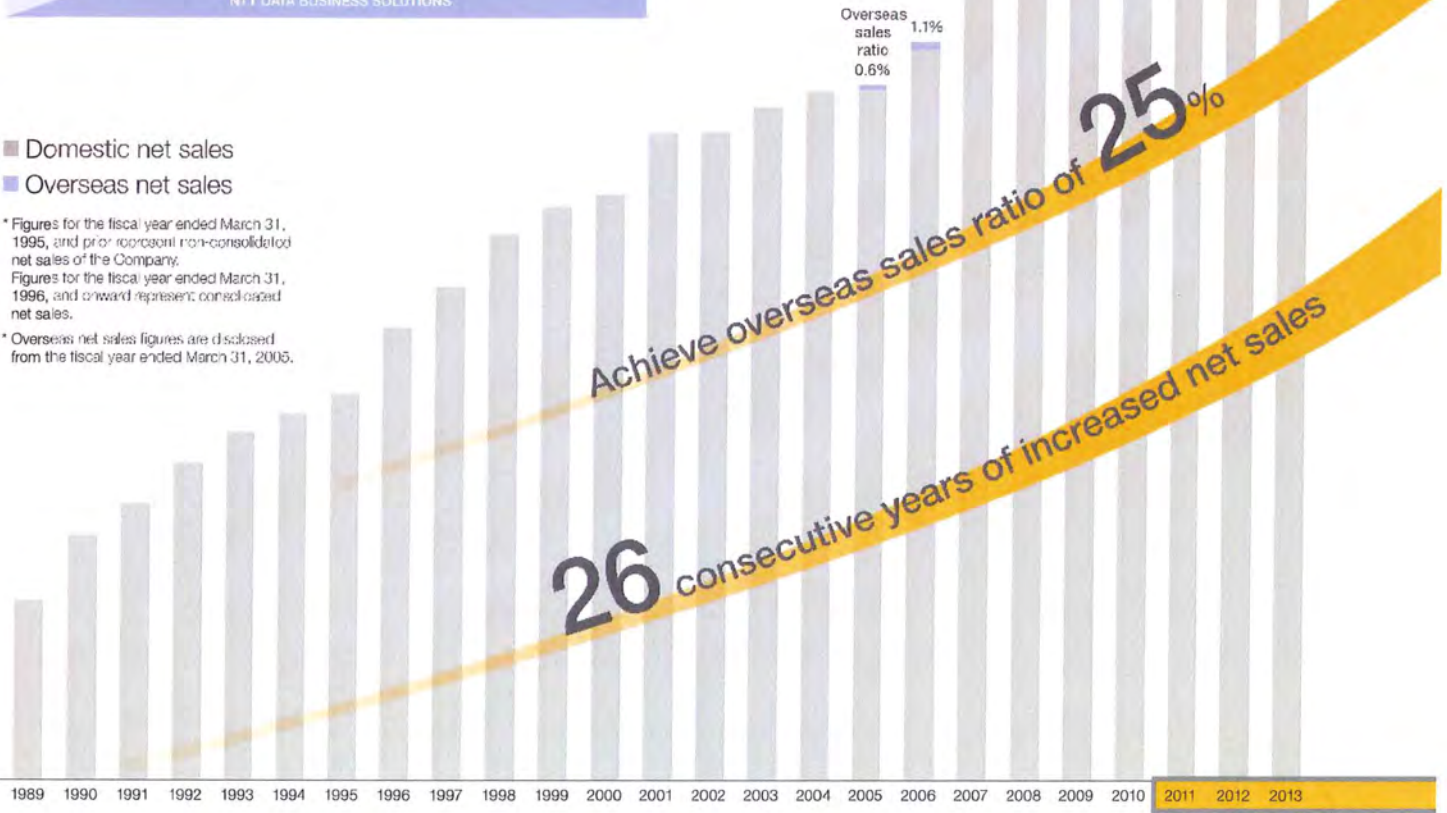
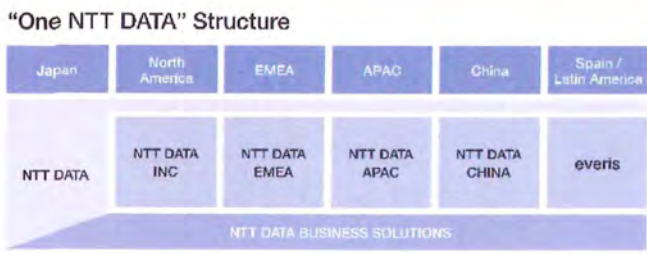
# NTT DATA's Growth Strategies

### Aggressive Global M&A Activities

Nov. 2013		Jan. 2014	
June 2011			
July 2010		Dec. 2010	
Oct. 2008			
Jan. 2008			

2005— Start of acquisition of companies around the world

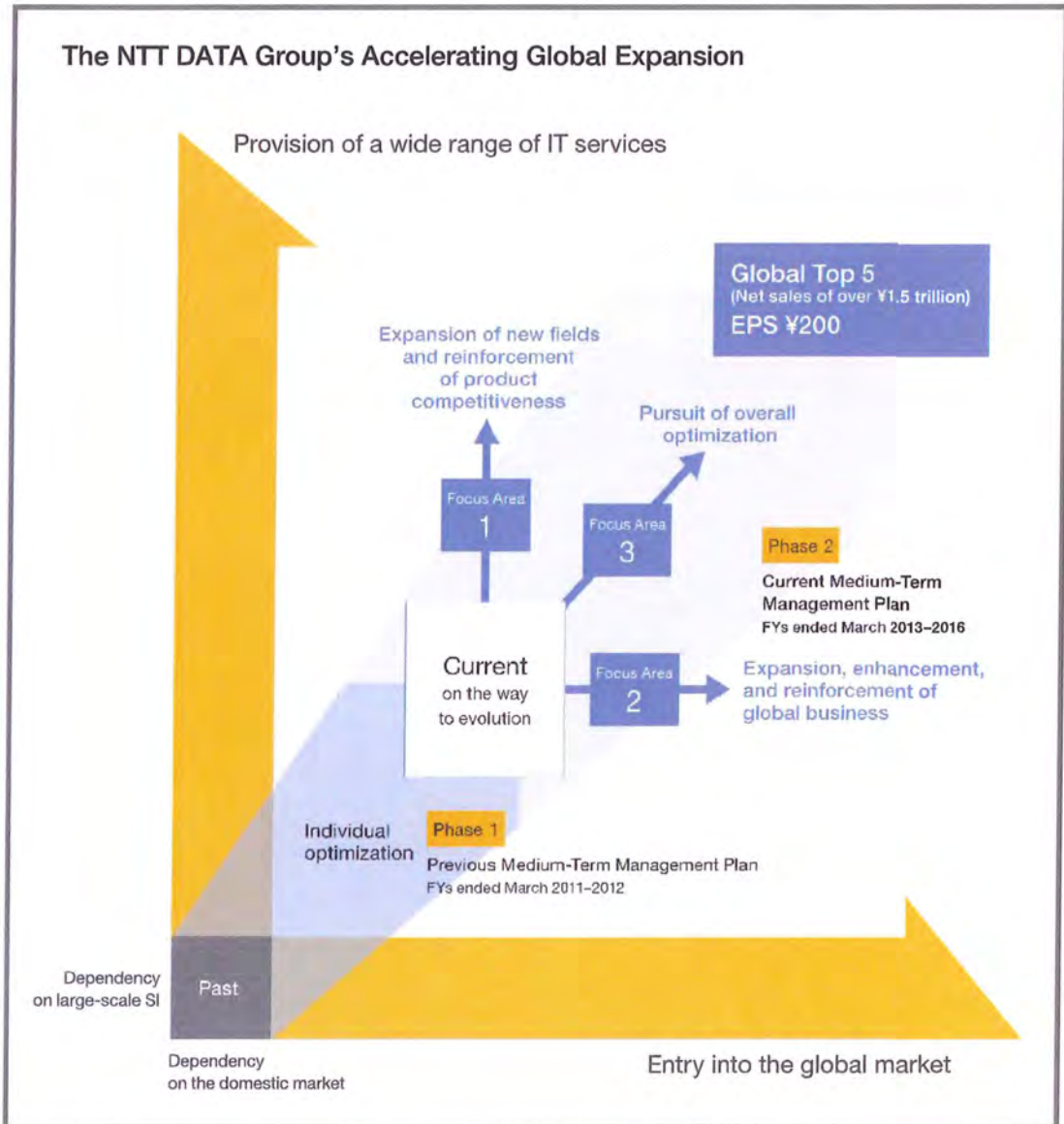
2011— Consolidation of operations and brands



\* Figures for the fiscal year ended March 31, 1995, and prior represent non-consolidated net sales of the Company. Figures for the fiscal year ended March 31, 1996, and onward represent consolidated net sales.

\* Overseas net sales figures are disclosed from the fiscal year ended March 31, 2005.

## The NTT DATA Group's Accelerating Global Expansion



22.2%

29.7%

29.9%

2014

2015

2016

2014 2015 2016

(Fiscal years ended March 31)

## Becoming a Truly Global IT Company

In the fiscal year ended March 31, 2015, NTT DATA was able to achieve its 26th consecutive year of higher net sales since its separation from NIPPON TELEGRAPH AND TELEPHONE CORPORATION.

The Company has continued to expand its business domain to encompass various new fields by leveraging foundations formed by the customer relations and technological capabilities that attest to its leading presence in the domestic market. At the same time, we have increased our geographic coverage through aggressive merger and acquisition (M&A) activities with the aim of reinforcing NTT DATA's global business.

The current Medium-Term Management Plan, which is scheduled to end with the fiscal year ending March 31, 2016, has defined two targets: achieving net sales of over ¥1.5 trillion, which equate to joining the Global Top 5 in IT services and recording earnings per share (EPS) of ¥200. By pursuing these targets and evolving into a corporate group that can efficiently provide diverse IT services worldwide, we aim to become a truly global IT company capable of competing with rivals on the worldwide stage.

# Consolidated Financial Highlights

NTT Data Corporation and Subsidiaries

Years ended March 31	2005	2006	2007	2008	2009	2010
<b>For the Year:</b>						
New Orders Received	¥ 658,161	¥ 723,673	¥ 967,901	¥1,012,278	¥1,035,242	¥1,181,549
Net Sales	854,153	907,281	1,044,918	1,074,405	1,139,092	1,142,940
Public & Financial IT Services	—	—	—	—	—	769,482
Enterprise IT Services	—	—	—	—	—	338,702
Solutions & Technologies	—	—	—	—	—	153,870
Global Business	—	—	—	—	—	—
Others	—	—	—	—	—	(119,114)
Cost of Sales	684,395	682,224	786,327	813,343	861,942	870,589
Gross Profit	205,758	225,056	258,590	261,061	277,150	272,351
Selling, General and Administrative Expenses	166,470	178,189	168,340	165,149	178,603	190,662
Operating Income	39,288	46,866	90,250	95,911	98,546	81,689
Income before Income Taxes and Minority Interests	32,144	42,016	85,769	51,492	91,431	71,789
Net Income	20,110	28,190	50,637	30,454	48,360	35,662
Capital Expenditures	110,820	112,145	139,564	176,826	180,068	162,570
Depreciation and Amortization / Loss on Disposal of Property and Equipment and Intangibles	164,532	158,361	152,862	159,263	166,681	161,981
Research and Development Expenses	16,542	17,306	11,307	10,749	10,090	11,389
Free Cash Flow	60,711	53,116	83,304	39,653	(6,902)	83,667
EBITDA	201,229	200,170	234,517	246,287	256,526	234,888
<b>At Year-End:</b>						
Total Assets	1,038,571	1,056,336	1,087,346	1,193,827	1,275,091	1,279,256
Total Equity	473,981	495,703	534,916	548,133	566,308	584,537
Interest-Bearing Debt	295,341	271,928	246,330	241,204	304,735	272,299
Number of Employees (people)	18,720	21,308	22,608	23,080	31,739	34,543
<b>Per Share:</b>						
Net Income	¥7,139	¥10,024	¥18,052	¥10,857	¥17,240	¥12,713
Cash Dividends	2,000	3,000	5,000	5,000	6,000	6,000
<b>Other Information:</b>						
Operating Income Margin	4.6	5.2	8.6	8.9	8.7	7.1
Return on Sales	2.4	3.1	4.8	2.8	4.2	3.1
Return on Equity (ROE)	4.3	5.8	9.8	5.6	8.7	6.2
Return on Assets (ROA)	1.9	2.7	4.7	2.7	3.9	2.8
EBITDA Margin	23.6	22.1	22.4	22.9	22.5	20.6
Equity Ratio	45.6	46.9	49.2	45.9	44.4	45.7
<b>ESG Information:</b>						
Female Managers Ratio (%)	—	—	2.8	3.0	3.1	3.2
CO <sub>2</sub> Emissions (t-CO <sub>2</sub> )	201,061	304,714	301,166	306,882	306,562	296,890

<b>Overseas Sales Ratio</b>	0.6%	1.1%	1.5%	1.7%	5.4%	6.1%
<b>Progress of Global Business</b>						

■: Principal in indicators under the Medium-Term Management Plan

Notes: In the charts and graphs on pages 8 to 11, "2015" indicates the fiscal year ended March 31, 2015.

1. The name of the Global IT Service Company was changed to the Enterprise IT Services Company in April 2012.

2. The Global Business Segment was added to segment disclosure in the fiscal year ended March 31, 2013, to provide more detailed segment information. Figures for the fiscal year ended March 31, 2012, have been updated from those previously disclosed to reflect this change.

3. Net Income is net income attributable to owners of parent.

	2011	2012	2013	2014	2015
	(Millions of yen)				
¥	988,484	¥1,098,400	¥1,197,168	¥1,400,221	<b>¥1,429,117</b>
	1,161,962	1,251,177	1,301,941	1,343,772	<b>1,511,812</b>
	767,289	727,864	728,885	721,698	<b>739,169</b>
	353,333	275,836	301,107	279,340	<b>281,849</b>
	163,064	160,225	167,082	179,131	<b>176,539</b>
	—	219,117	244,917	314,535	<b>464,505</b>
	(121,724)	(131,866)	(140,051)	(150,933)	<b>(150,251)</b>
	882,329	941,881	980,524	1,031,213	<b>1,147,302</b>
	279,632	309,295	321,416	312,559	<b>364,509</b>
	201,326	228,878	235,720	249,975	<b>280,495</b>
	78,306	80,416	85,696	62,583	<b>84,013</b>
	68,471	71,882	77,019	54,259	<b>73,995</b>
	37,313	30,446	43,517	23,287	<b>32,144</b>
	139,069	133,965	122,113	147,725	<b>140,900</b>
	158,566	159,721	153,877	143,681	<b>158,567</b>
	10,742	13,507	12,105	12,831	<b>12,911</b>
	(56,468)	30,406	46,283	44,837	<b>26,742</b>
	229,352	228,405	230,096	201,364	<b>240,603</b>
	1,468,617	1,474,894	1,524,309	1,689,940	<b>1,822,837</b>
	601,601	605,709	651,312	676,824	<b>773,493</b>
	404,292	371,673	369,907	405,677	<b>439,131</b>
	49,991	58,668	61,369	75,020	<b>76,642</b>
	(Yen)				
	¥13,302	¥10,854	¥15,514	¥83.02*	<b>¥114.60</b>
	6,000	6,000	6,000	60*	<b>60</b>
	(%)				
	6.7	6.4	6.6	4.7	<b>5.6</b>
	3.2	2.4	3.3	1.7	<b>2.1</b>
	6.3	5.0	6.9	3.5	<b>4.4</b>
	2.7	2.1	2.9	1.4	<b>1.8</b>
	19.7	18.3	17.7	15.0	<b>15.9</b>
	41.0	41.1	42.7	40.1	<b>42.4</b>
	3.5	5.0	5.4	5.0	<b>5.0</b>
	297,552	272,348	265,276	248,349	<b>237,606</b>
	8.7%	16.7%	17.8%	22.2%	29.7%
	— 50%				

#### Key performance indicators (KPIs) in the fiscal year ended March 31, 2015

##### New Orders Received

**¥1,429.1 billion** (Up ¥28.8 billion, or 2.1%)

■ Increase in new orders received as benefits of the inclusion of new companies in scope of consolidation offset impacts of the absence of large-scale new orders received in the previous fiscal year

##### New Orders Received by Segment

	(Millions of yen)		
	2014	2015	YOY
P&F	715,492	<b>628,475</b>	-12.2%
E-IT	303,651	<b>270,371</b>	-11.0%
S&T	38,630	<b>49,585</b>	+28.4%
GB	341,364	<b>479,461</b>	+40.5%

##### Net Sales

**¥1,511.8 billion** (Up ¥168.0 billion, or 12.5%)

■ Substantial increase in net sales due to benefits of the inclusion of new companies in scope of consolidation and expansion of operations at existing subsidiaries largely overseas

##### Net Sales by Segment

	(Millions of yen)		
	2014	2015	YOY
P&F	721,698	<b>739,169</b>	+2.4%
E-IT	279,340	<b>281,849</b>	+0.9%
S&T	179,131	<b>176,539</b>	-1.4%
GB	314,535	<b>464,505</b>	+47.7%

##### Operating Income

**¥84.0 billion** (Up ¥21.4 billion, or 34.2%)

■ Increase in operating income following higher sales and reductions in unprofitable projects

##### Operating Income by Segment

	(Millions of yen)		
	2014	2015	YOY
P&F	60,154	<b>64,139</b>	+6.6%
E-IT	(3,702)	<b>12,242</b>	—
S&T	8,453	<b>7,048</b>	-16.6%
GB	(5,175)	<b>(2,731)</b>	+47.2%

Global 1st Stage

Global 2nd Stage

4. EBITDA = Operating income + Depreciation and amortization + Loss on disposal of tangibles and intangibles

5. EBITDA margin = EBITDA ÷ Net sales

6. From the fiscal year ended March 31, 2011, segment information is disclosed on the basis of the "management" approach. Segment information shown for the fiscal year ended March 31, 2010, has been restated to conform to this presentation method.

7. Ratio of female managers is calculated for domestic Group companies since the fiscal year ended March 31, 2012.

8. CO<sub>2</sub> emissions are based on data collected from the companies that have acquired both ISO 141001 and Group Integrated certification.

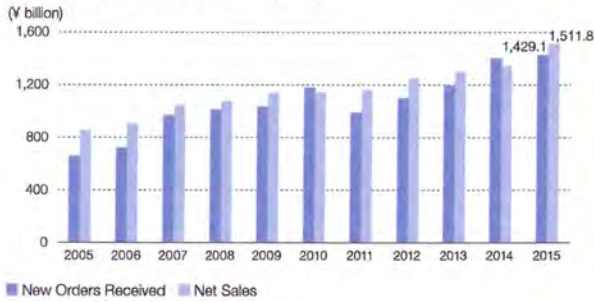
\* A 1:100 stock split was implemented with an effective date of October 1, 2013. Figures for the fiscal year ended March 31, 2014, are calculated as though the stock split had been implemented with an effective date of April 1, 2013.



## Consolidated Financial Highlights

NTT Data Corporation and Subsidiaries

### New Orders Received / Net Sales



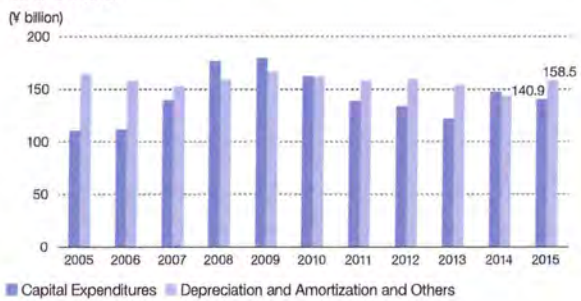
### Operating Income / Operating Income Margin



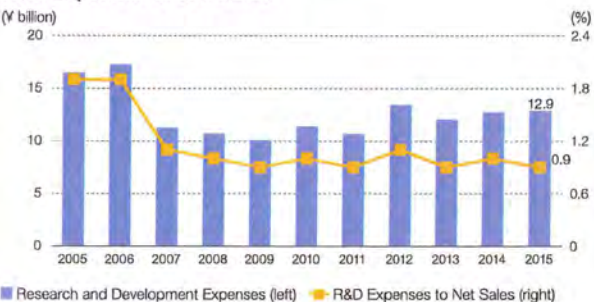
### Net Income\*1 / Return on Sales



### Capital Expenditures / Depreciation and Amortization and Others



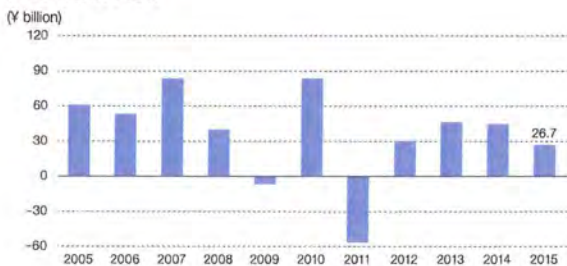
### Research and Development Expenses / R&D Expenses to Net Sales



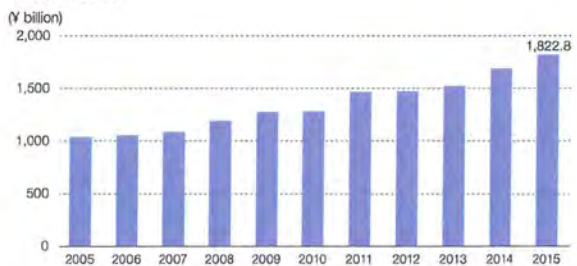
### Return on Equity (ROE) / Return on Assets (ROA)



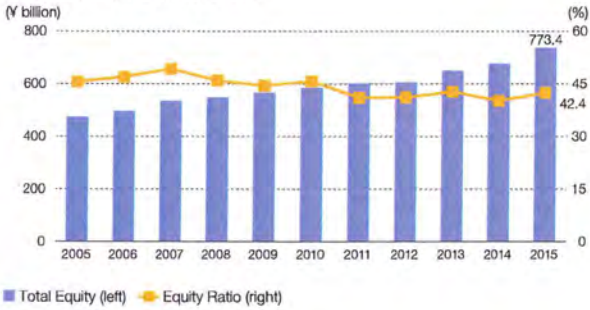
### Free Cash Flow



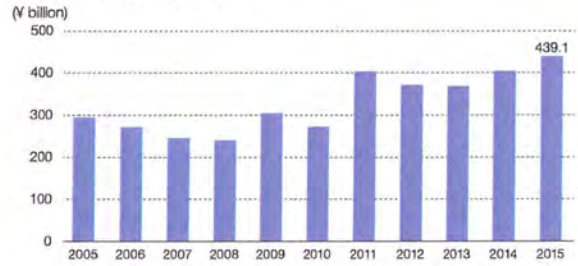
### Total Assets



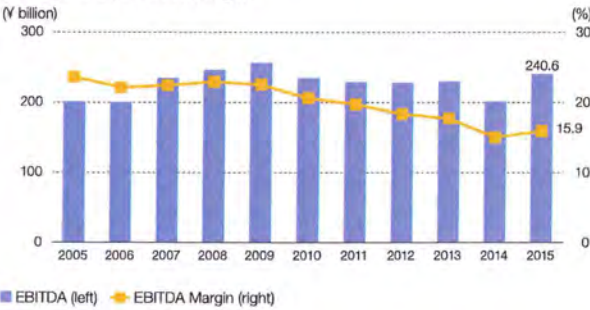
### Total Equity / Equity Ratio



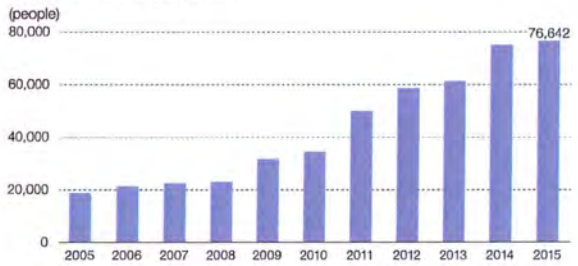
### Interest-Bearing Debt



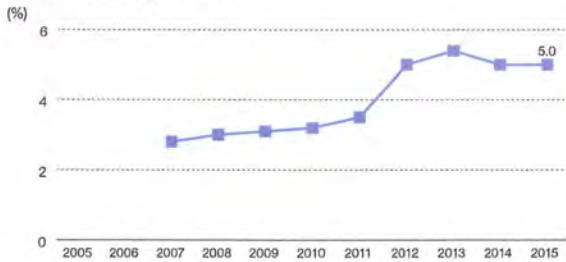
### EBITDA / EBITDA Margin



### Number of Employees

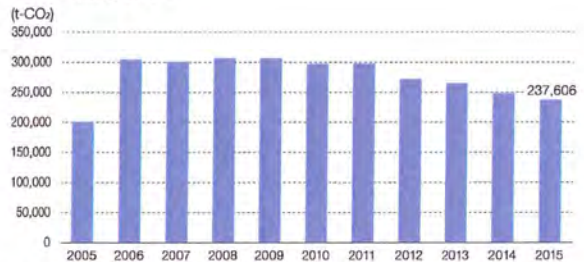


### Female Managers Ratio\*2



\*2 Ratio of female managers is calculated for domestic Group companies since the fiscal year ended March 31, 2012.

### CO<sub>2</sub> Emissions\*3



\*3 CO<sub>2</sub> emissions are based on data collected from the companies that have acquired both ISO 141001 and Group integrated certification.

## **CHANGE OF OWNERSHIP**

We anticipate no change in ownership or control of the company during the twelve months following the proposal due date.

## **OFFICE LOCATION**

Our office location at 8383 158<sup>th</sup> Ave. NE, Redmond, Washington 98052 is responsible for performance pursuant to an award of a contract for RFP 5135 Z1 with the State of Nebraska.

## **RELATIONSHIPS WITH THE STATE**

NTT DATA Long Term Care Solutions, Inc. has had no dealings with the State over the previous ten (10) years.

## **Bidder's Employee Relations with the State**

No NTT DATA Long Term Care Solutions, Inc. party involved with this proposal response is or was an employee of the State of Nebraska within the past twelve (12) months.

No employee of the State of Nebraska is employed by NTT DATA or is a Sub-Contractor of NTT DATA Long Term Care Solutions, Inc.

## **Contract Performance**

No termination for default during the past five years NTT DATA Long Term Care Solutions affords clients the flexibility of terminating contracts for convenience, but does not track the information to respond to the State's requirement for disclosure of all contracts terminated for convenience, non-performance, non-allocation of funds, or any other reason.

The State's terms fail to include a limitation of liability. The proposal must indicate that NTT DATA requires the following limitation of liability provision to be incorporated into the final terms of an agreement:

IN NO EVENT SHALL NTT DATA BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING LOSS OF PROFITS OR OTHER ECONOMIC LOSS ARISING OUT OF THE SOFTWARE FURNISHED OR THE SERVICES TO BE PERFORMED UNDER THIS AGREEMENT. NTT DATA'S LIABILITY FOR DAMAGES TO THE STATE FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION, SHALL NOT EXCEED THE MONTHLY FEES PAID BY THE STATE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE OF A CAUSE OF ACTION.

## **Summary of Bidder's Corporate Experience**

### **Customer Name / Contracting Organization:**

State of Michigan - Department of Military and Veterans Affairs

### **Time Period of the Project:**

- May 2015 to present

### **Scheduled and Actual Completion Dates:**

- Scheduled Completion Date in December 2015. Scheduling module remains to be implemented with a Scheduled Completion Date of January 2016.

### **Contractor's Responsibilities:**

- Project Plan – developed and maintained project plan to ensure project stayed on schedule and all items were addressed
- Requirements Validation – met with facility staff to understand current workflow processes and explain what might be changed to take advantage of new software
- Data Conversion – converted available data from old systems into new software
- Master Tables – worked with facility staff to set up application master tables to fully accommodate client/facility needs and requirements
- Testing – provided testing environment and documentation
- Train-the-Trainer sessions– trained facility trainers on all aspects of software and best practices
- End-User Training - assisted the facility trainers with training the end users
- On-going Support – providing on-going support with questions or issues, whether by help-desk calls or on-line help and training material

### **Customer Reference Contact Information:**

Bradford Slagle, Administrator, D.J.Jacobetti Veterans Home

Phone: (906) 226-3576

Slagleb9@michigan.gov

### **Description of Project:**

In May 2015, NTT DATA began the implementation of a full EMR solution for 2 Veterans Homes in the State of Michigan, D.J. Jacobetti Veterans Home in Marquette and Grand Rapids Veterans Home in Grand Rapids. Training took place in each of the facilities separately, while still coordinating between the two to maintain consistency of setup and procedures. NTT DATA is the prime Contractor for the installation and implementation of all clinical and financial modules. Project timeline has been followed with actual and scheduled completion dates on schedule.

**Customer Name / Contracting Organization:**

Gracedale Nursing Home – County of Northampton, Pennsylvania

**Time Period of the Project:**

- February 2015 to present

**Scheduled and Actual Completion Dates:**

- Actual Completion Date of June 2015 with all modules except eAssignments, ePrescribing, and eResults. The modules not yet completed are delayed per the request of the customer.

**Contractor's Responsibilities:**

- Project Plan – developed and maintained project plan to ensure project stayed on schedule and all items were addressed
- Data Conversion – converted all available data into new software
- Master Tables – worked with facility staff to set up application master tables to fully accommodate needs and requirements for a very large facility
- End-User Training – trained facility staff in all aspects of software and best practices for efficient utilization
- On-going Support – providing on-going support with questions or issues, whether by help-desk calls or on-line help and training material

**Customer Reference Contact Information:**

Jennie Repsher

Phone: (610) 746-1910

jrepsher@northampton.org

**Description of Project:**

In February 2015, NTT DATA began the implementation of a full EMR solution for Gracedale Nursing Home, an 825-bed facility in Northampton County, PA. Roll-out of the software following initial training went by floor, 16 in all. NTT DATA is the prime Contractor for the installation and implementation of all clinical and financial modules. Project timeline has been followed with actual completion dates on schedule. Untrained modules will be completed when customer requests.

**Customer Name / Contracting Organization:**

North American Healthcare Company, Inc.

**Time Period of the Project:**

- January 2012 – May 2012

**Scheduled and Actual Completion Dates:**

- Actual Completion Date was May 2012.

**Contractor's Responsibilities:**

- Data Conversion – facilities had legacy VistaKeane systems for clinical applications, which were converted to NetSolutions
- End-User Training – trained facility staff in all aspects of software and best practices for efficient utilization
- On-going Support – providing on-going support with questions or issues, whether by help-desk calls or on-line help and training material

**Customer Reference Contact Information:**

Ariane Manalo, Project Manager

Phone: (714) 402-2278

amanalo@nahci.com

**Description of Project:**

North American Healthcare has been a client of NTT DATA for many years, utilizing the legacy VistaKeane version of the clinical modules for 35 facilities. In January 2012, NTT DATA began the implementation of the A/R, Billing, and Patient Trust modules for all 35 facilities, with a deadline to have them live by April 2012. By doing group sessions, the timeline was followed and met successfully. North American Healthcare continues to purchase additional modules to enhance their clinical EMR solution, with all training done now by their training staff. NTT DATA is the prime Contractor for the installation and implementation of all clinical and financial modules. Project timeline has been followed with actual and scheduled completion dates on schedule.

**Customer Name / Contracting Organization:**  
New Jersey Department of Military and Veterans

**Time Period of the Project:**

- May 2012 to present

**Scheduled and Actual Completion Dates:**

- Actual Completion Date for first facility was July 2012. Second facility began rollout in July 2015 with completion in August 2015. Remaining facility delayed rollout until further notice.

**Contractor's Responsibilities:**

- Project Plan – developed and maintained project plan to ensure project stayed on schedule and all items were addressed
- Master Tables – worked with facility staff to set up application master tables to fully accommodate client/facility needs and requirements
- Testing – provided testing environment and documentation
- End-User Training - trained facility staff in all aspects of software and best practices for efficient utilization
- On-going Support – providing on-going support with questions or issues, whether by help-desk calls or on-line help and training material

**Customer Reference Contact Information:**

Donna Wrigley  
Phone: (609) 213-6359  
Donna.wrigley@dmava.nj.gov

**Description of Project:**

In May 2012, NTT DATA began the implementation of a full EMR solution for 1 Veterans facility in New Jersey. The second facility rolled out the EMR solution in August 2015. The remaining facility has opted to delay implementation at this time. NTT DATA is the prime Contractor for the installation and implementation of all clinical and financial modules. Project timeline has been followed with actual and scheduled completion dates on schedule.

**Customer Name / Contracting Organization:**

Life Generations Healthcare

**Time Period of the Project:**

- May 2013 to present

**Scheduled and Actual Completion Dates:**

- Actual Completion Date was November 2013 .

**Contractor's Responsibilities:**

- Data Conversion – converted available data from old systems into new software
- Master Tables – worked with facility staff to set up application master tables to fully accommodate client/facility needs and requirements
- Testing – provided testing environment and documentation
- End-User Training - trained facility staff in all aspects of software and best practices for efficient utilization
- On-going Support – providing on-going support with questions or issues, whether by help-desk calls or on-line help and training material

**Customer Reference Contact Information:**

Robyne Wellborn

Phone: (760) 789-3172

RobyneWellborn@lifegen.net

**Description of Project:**

In May 2013, NTT DATA began the implementation with Life Generations of the A/R, Billing, Patient Trust, Resident Assessments and Physician Orders modules of Net Solutions. Life Generations has 20 facilities, which were brought up in 5 groups. Life Generations plans to implement additional NetSolutions EMR modules in the future. NTT DATA is the prime Contractor for the installation and implementation of all clinical and financial modules. Project timeline has been followed with actual and scheduled completion dates on schedule.



**Customer Name / Contracting Organization:**

Mission Health Services

**Time Period of the Project:**

- January 2013 to December 2013

**Scheduled and Actual Completion Dates:**

- Actual Completion Date was December 2013 .

**Contractor's Responsibilities:**

- Data Conversion – converted available data from old systems into new software
- Master Tables – worked with facility staff to set up application master tables to fully accommodate client/facility needs and requirements
- Testing – provided testing environment and documentation
- End-User Training - trained facility staff in all aspects of software and best practices for efficient utilization
- On-going Support – providing on-going support with questions or issues, whether by help-desk calls or on-line help and training material

**Customer Reference Contact Information:**

Robert Hooper

Phone: (801) 478-9400

Robert@missionhealthservices.org

**Description of Project:**

In January 2013, NTT DATA began the implementation of a full EMR solution. Mission Health Services has 4 facilities. Training was done in a group session, with the A/R, Billing, and Patient Trust modules rolling out in January 2013 to April 2013 and the Clinical modules rolling out in October 2013 to December 2013. NTT DATA is the prime Contractor for the installation and implementation of all clinical and financial modules. Project timeline has been followed with actual and scheduled completion dates on schedule.

## **Proposed Developmental Approach to Management of the Project**

- Develop a project plan.
- Periodically reviewing the project to verify that expectations are being met.
- Identifying concise deliverables that produce tangible evidence of progress.
- Preparing a written weekly status report, considering:
  1. Deliverables and activities completed for the period;
  2. Deliverables and activities in progress and their status;
  3. Deliverables and activities planned for the next period;
  4. Changes submitted and their status;
  5. Items that may impact the project;
  6. Comments
- Manage threats to successful completion through the use of a risk management procedure.
- Control changes through the use of a change procedure
- Track status of deliverables
- Obtain Client satisfaction

### **Project Sponsor: Sue Friesth**

**Responsibilities:** Communicate and support the overall strategic objectives, directions, and decisions of the project and Client organization to insure a successful project. Minimize or eliminate major obstacles, if any arise. Consult and guide the project managers and make executive decisions to commit and empower available resources.

### **Project Manager: Jill Katz**

**Responsibilities:** The Project Managers main responsibility is the coordination of the project milestones, teams, and resources. The Project Manager works closely with the Client to define the project scope, get the right people involved, estimate the resources needed, monitor the project budget, direct the project schedule, establish the change procedures, and agree upon acceptance criteria. The key tasks include communication, guidance, and support to and for the project core team. The project managers are charged with communication to the project sponsor and/or senior management within the respective organizations. The Project Managers are responsible for communicating and working closely with the regional and facility personnel of the Client organization. They will also provide direction on the project milestones and deliverables.

Examples of tasks assigned to Project Managers are:

- |   |  |
|---|--|
| ➤ Plan and execute application training | ➤ Custom program/interface specifications      |
| ➤ Definition of application tables      | ➤ Maintaining the open issues/action items log |
| ➤ Resource scheduling                   | ➤ Meeting weekly with Project Team             |
| ➤ Facility roll-out scheduling          | ➤ Obtaining Client sign off approval           |

**Core Team Members:****Clinical Trainers: Brenda Parks, Jim Gawne****Financial Trainers: Jeannie McWilliams, Beverly Tabor**

The Core Team is comprised of multiple resources from NTT DATA . The core team members will build and complete all of the tables, profiles, options, parameters, and codes in the NTT DATA Application Software. This team will assist with the preparation and testing of the State of Nebraska system. With the assistance of the State of Nebraska, the Core Team will coordinate/create the standard training material to be implemented. The team will also assist with documentation, training, procedures, and support. In depth training on the NTT DATA Application Software, strong industry knowledge, continuity with the Client, and day-to-day facility operations is important for the Core Team members. This team is instrumental to the overall project success. They will support the project managers and the project scope in their roles.

## Sue Friesth

### SUMMARY

I am currently the National Professional Services Manager, responsible for the implementation teams and projects.

**Industries:** Long Term Care and Sub-Acute

### PROFESSIONAL EXPERIENCE

**NTT DATA, LTC SOLUTIONS, INC**

**05/2010-present**

**LTC SOFTWARE AND SERVICES**

*National Professional Services Manager*

Responsible for managing the Professional Services staff. Assist in project management when necessary. Oversee all implementation projects.

Onsite and over-the-phone training when necessary with new and existing clients.

Support the development, sales and accounting organizations.

**Environment:** Word, Excel, SQL, Crystal Reports

**NTT DATA, LTC SOLUTIONS, INC.**

**04/2003-05/2010**

**LTC SOFTWARE AND SERVICES**

*Regional Customer Service Manager*

Responsible for the management of the Client Services staff in Brea regional office, including scheduling, annual performance reviews, monitoring staff productivity, and weekly staff meetings.

Project management for implementations, including planning of tasks, scheduling of resources, providing estimates, and on-going communication with clients.

Review billing report, expense reports, Billable Service Forms, and staff time sheets.

Support the development, sales and accounting organizations.

**NTT DATA, LTC SOLUTIONS, INC.**

**09/1999 – 04/2003**

**LTC SOFTWARE AND SERVICES**

*Financial Implementation Consultant*

Trained new and existing clients on all aspects of software. Supported clients after implementation with assistance on questions and issues. Developed skills in troubleshooting and report writing.

### EDUCATION

Augustana College, Rock Island, IL  
– majored in Accounting

St Ambrose College, Davenport, IA  
– B.A. in Accounting

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## **INDUSTRY REFERENCES**

1. Robyne Wellborn, Life Generations Healthcare  
20371 Irvine Ave, Suite 210, Newport Beach, CA 92660  
760-789-3172
2. Racquel Ramirez, North American Health Care  
Three Monarch Bay Plaza, Dana Point, CA 92629  
562-447-8778
3. Nanda Persaud, Augustana Healthcare  
1007 East 14<sup>th</sup> Street, Minneapolis, MN 55404  
612-238-5231

**Jillene Katz**  
**NTT DATA, Inc.**

<b>Proposed Resource Name:</b>	Jillene Katz
<b>Proposed Classification:</b>	Project Manager

<b>Required Skills</b>	<b>Contractor's Response</b>
<p><i>5 years of experience managing application development and implementation projects of similar size and scope of this RFP.</i></p>	<p>Does resource have this required skill?: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p>Description of skills and experience: This is true for implementation projects only.</p> <p>Name of project(s) and year(s) experience was obtained:  <b>Most recent:</b>  <b>State of MI Veterans LTC 2015</b>  <b>CareOne LTC 2014-2015</b>  <b>Chestnut Hill Hospital 2013</b>  <b>Easton Hospital 2012</b>  <b>Pottstown Memorial 2012-2013</b>  <b>Evangelical Hospital 2011-2012</b>  <b>Hocking Valley Hospital 2011-2012</b>  <b>Capital Health 2011-2012</b>  <b>Laredo Hospital 2011-2012</b>  <b>Long Beach Memorial 2011</b>  <b>Dunlap Hospital 2011</b>  <b>Phoenixville Hospital 2011</b>  <b>Parkview Hospital 2011</b></p>
<p><i>5 years of experience in medical records industry implementing data management and support tools.</i></p>	<p>Does resource have this required skill?: Yes <input checked="" type="checkbox"/> or No <input type="checkbox"/></p> <p>Description of skills and experience: Have 20+ years of experience in the Health Care field and 13+ years of experience implementing clinical applications in the IT world.</p> <p>Name of project(s) and year(s) experience was obtained:  <b>Most recent:</b>  <b>State of Michigan LTC Veterans Homes 2015</b>  <b>CareOne LTACH 2013-2014</b>  <b>Chestnut Hill Hospital 2013</b>  <b>Pottstown Memorial 2012-2013</b>  <b>Easton Hospital 2012</b>  <b>Evangelical Hospital 2011-2012</b>  <b>Hocking Valley Hospital 2011-2012</b>  <b>Laredo Hospital 2011-2012</b>  <b>Capital Health 2011-2012</b>  <b>Long Beach Memorial 2011</b>  <b>Dunlap Hospital 2011</b>  <b>Phoenixville Hospital 2011</b>  <b>Parkview Hospital 2011</b></p>

1

2 years of experience in managing a project using the vendor's proposed solution.

Does resource have this required skill?: Yes  or No   
Description of skills and experience: Successfully brought three LTACHs for CareOne, live on clinical documentation and order entry in 2013. This was phase one, and am currently Project Managing their Phase two, which is Results Reporting, Pharmacy, CPOE and eMar.  
Name of project(s) and year(s) experience was obtained: CareOne LTACHs – 2013 - present

2

Education: Minimum 32 semester credit hours in an IT related field.

Does resource have this required skill?: Yes  or No   
Example: Masters Degree in Computer Science – see Education information below.

3

Certification: IT Professional certification or 5 years of technical experience within an IT related field.

Does resource have this required skill?: Yes  or No   
If yes, provide copy of certification or verification of work experience.

Start Date: March 2015	End Date: Present
Client/Project: State of Michigan Department of Military and Veterans Affairs	
Employer: Brad Slagle	
Title/Percentage of time: 60	
Description: Project Manager for RCM and EHR implementation for two facilities. Implementation includes RCM, MDS, Point of Care, Physician Orders, IPN, Care Plans, eResults, ePrescribe, User Defined Assessments, etc. Implementation includes InteHealth Exchange interfaces to third party radiology and lab vendors.	

Start Date: September 2013	End Date: March 2015
Client/Project: CareOne LTACH, Perth Amboy, NJ	
Employer: Sharon Bready	
Title/Percentage of time: 60	
Description: Project Manager for EHR implementation for three facilities. Implementation includes Nursing Assessments, Care Plans, Orders/Results management, Pharmacy, Clinical Provider Order Entry and Electronic Med Administration Record. This implementation includes interfaces to third party radiology and lab vendors.	

Start Date: September 2011	End Date: May 2012
Client/Project: Hocking Valley Hospital, Logan, OH	
Employer: John Burgess	
Title/Percentage of time: 30	
Description: Senior/Lead Implementation Consultant for complete Clinical Suite, including all clinical documentation, orders/results reporting.	

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

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





## Brenda Parks, RN

### SUMMARY

23 years' experience installing and training clinical applications. Pre-implementation preparation, on-site and web based training for ADT, MDS, Care Plans, Physician Orders, Electronic Medical Records, ePrescribing, eAssignments, Interdisciplinary Progress Notes, User Defined Assessments, Quality Assurance, eDocs and Point of Care. Experience includes consulting with clients to determine individual needs and demonstrating how the software will function to meet the needs of the facility and staff. Listening to client requests and communicating those requests to the development team. Experience with database conversions, data imports and tech support. Consulting with staff to create efficient, usable care plans and user defined assessments.

**Industries:** Long Term Care Clinical Software

**Functional Areas:** Clinical Software Consultant

### PROFESSIONAL EXPERIENCE

#### NTT DATA, LTC SOLUTIONS, INC

10/92- Present

#### LTC SOFTWARE AND SERVICES

*Senior Clinical Implementation Consultant*

Job Description Summary

- Preparing pre-implementation evaluations, agendas and consulting with clients to assist with transition to new software and processes. Providing web based and onsite clinical application training.

#### AGENCY

04/1989- 12/2013

#### SKILLED NURSING FACILITIES

*RN , team leader, supervisor and MDS assisting - Part time*

Job Description Summary

- Usual duties for an RN in a Skilled Nursing facility. Sometimes supervising , sometimes working a unit, passing medications, doing treatments, maintain IV's etc.

#### 4 DIFFERENT SNF'S

04/75-04/89

#### SKILLED NURSING FACILITIES

*Director of Nursing*

Job Description Summary

- Opened a brand new 100 bed skilled nursing facility, and performed the duties of Director of Nursing at 4 different SNF's from 1975-1989 Writing Policy and Procedures, Managing Nursing Staff.

### EDUCATION

Graduate of School of Nursing  
Community Hospital School of  
Nursing  
Springfield, Ohio, USA

### CERTIFICATIONS / LICENSES

**Name Of Certification**

RN- Registered Nurse

## INDUSTRY REFERENCES

Pleasant View Nursing  
4101 Old National Pike  
Mt Airy , Maryland 21771  
301-829-0800  
Onna Warfield, Director of Nursing

Harris Healthcare  
60 Eben Brown LN  
Central Falls, Rhode Island  
Chad Harris, Administrator  
401-722-6000

St Marys Home East  
Amy Erdely ,  
607 E 26<sup>th</sup> St  
Erie, PA 16504  
814-459-0621

Gracedale Nursing Home  
2 Gracedale Avenue  
Nazareth, PA  
610-746-1900  
Lori Alter and Kim Reinmiller

## Jeannie McWilliams

### SUMMARY

I've worked in the LTC field for almost 30 years in a number of capacities in the financial area. For the past 25 years I've been providing support and training for NTTDATA's client base.

### PROFESSIONAL EXPERIENCE

#### **NTT DATA, LTC SOLUTIONS, INC**

**1987-current**

#### **LTC SOFTWARE AND SERVICES**

##### *Financial Implementation Consultant*

- Responsible for planning and executing implementations at client sites, including tailoring configurations to meet specific client needs and writing financial statements to their specifications
- Provide technical and application support to client base
- Proficient in all accounting applications including ADT, Accounts Receivable, Accounts Payable, General Ledger, Resident Funds and Payroll.

#### **COLUMBIA CORPORATION**

**1983-1987**

#### **LTC OPERATIONS**

##### *Accounting Field Analyst*

Responsible for hiring and training facility bookkeepers

Auditing and reviewing financial records for facilities

#### **ARA LIVING CENTERS**

**1978-1983**

#### **LTC OPERATIONS**

##### *AR Coordinator/Accounting Field Analyst*

Responsible for hiring and training facility bookkeepers

Auditing and reviewing financial records for facilities

### EDUCATION

Bachelor of Science

Degree in General Business

University of Northern Colorado

Greeley, Colorado

### INDUSTRY REFERENCES

1. Carol Heider – Real Properties Health Facilities  
435 Village Walk Lane  
Johnson Creek, WI  
920-699-4555

2. Peggy Murray – Delta Rehab Center  
1705 Terrace Drive  
Snohomish, WA  
360-568-2168
  
3. Sharon Dunning – Leon Sullivan Health Care Center  
2611 South Dearborn Street  
Seattle, WA  
206-325-6700

## Beverly Tabor

### SUMMARY

Implementation representative for Long Term Care NTT DATA software applications.

**Industries:** Long Term Care and Sub-Acute

**Functional Areas:** Financial Software Consultant

### PROFESSIONAL EXPERIENCE

#### **NTT DATA, LTC SOLUTIONS, INC**

**08/88-11/15**

#### **LTC SOFTWARE AND SERVICES**

#### *Financial Training Consultant*

#### Job Description Summary

- Implementation of Long Term Care software. Products include Accounts Receivable, Accounts Payable, General Ledger and Payroll. Previous implementations include Clinical software and Dietary software.

### EDUCATION

Business Administration

Skyline College

San Bruno, CA

### **Certifications / Licenses**

### INDUSTRY REFERENCES

1. Kennedy Health Care Center- Natalie Basista  
Sewell, NJ  
856-582-3170
2. Pleasant View Nursing Home- Sandy Ayers  
Mt. Airy, MD  
301-829-0800
3. Mid-Atlantic Healthcare – Barbara Adams
4. Timonium, MD  
410-308-2300

## James J. Gawne, Sr. BSN, RN

### SUMMARY

Since 1981 I have been employed in intermediate and Skilled Nursing Facilities, I have held positions as Supervisor, Nurse Manager, Associate Director of Nursing, MDS Coordinator, Acting Director of Nurses. I have also owned and operated a durable medical equipment supply company, served as Executive Director of a cooperative of home healthcare providers, managed the healthcare of inmates in county jails in 17 counties in Michigan and Wisconsin, I first implemented EMR in a nursing home in 1990 for Wautoma Care Center.

**Industries:** Long Term Care and Sub-Acute

**Functional Areas:** Clinical Implementation Consultant

### PROFESSIONAL EXPERIENCE

#### **NTT DATA, LTC SOLUTIONS, INC**

**03/2010 - present**

#### **LTC SOFTWARE AND SERVICES**

#### *Clinical Implementation Consultant*

Train and implement NTT DATA NetSolutions applications. Troubleshoot issues and support clients after the initial implementation. Work with clients to analyze workflow processes. Offer suggestions to modify those processes if necessary in order to utilize the capabilities of the software in the most efficient way.

- Presented educational sessions at the 2015 NTT DATA Client Conference

#### **HEALTH PROFESSIONALS LTD**

**01/2005 – 02/2010**

#### **HEALTHCARE SERVICES**

#### *Contract Manager*

Managed provision of Health Care to inmates in 17 county jails in Wisconsin and Michigan. Recruited, trained and managed staff employed in a corrections environment. Provided direct care to inmates as staffing situations indicated.

- Maintained client satisfaction by providing routine updates on services provided and problem resolution.

#### **WINNEBAGO COUNTY SHERIFF'S OFFICE**

**01/2002 – 03/2005**

#### **HEALTHCARE SERVICES**

#### *Registered Nurse*

Provided health and primary care to inmates. Maintained health records and coordinated medical care. Conducted Officer medication training.

## **EDUCATION**

United States Navy Hospital  
Corpsman A School  
NRMCM San Diego Ca. 1976

BSN  
Nursing  
Northern Michigan University  
Marquette, MI 49855 1981

## **CERTIFICATIONS / LICENSES**

RN  
State of Wisconsin 1981

## **INDUSTRY REFERENCES**

1. David Perez, New Community Extended Care  
266 South Orange Ave, Newark, NJ 07103  
973-585-9634
2. Janice Brown, Farwell Care Center  
305 5<sup>th</sup> Street, Farwell, TX 79325  
806-481-9027
3. Laurie Solem, Southridge Health Care Center  
15<sup>th</sup> and Michigan, Huron, SD 57350  
605-352-8471

**SUB-CONTRACTORS**

NTT DATA Long Term Care Solutions does not propose the use of sub-contractors for this project.



# TECHNICAL APPROACH

## Understanding of the project requirements

NTT DATA Long Term Care Solutions intends to provide an off-the-shelf solution for an electronic health record satisfying the RFP requirements described in RFP 5135 Z1.

Our modular concept for our NetSolutions EHR software appears to satisfy most of the prescribed functional and technical requirements as described in our response which follow.

### PROJECT OVERVIEW KEY POINTS

NTT DATA Long Term Care Solutions, Inc. proposes for DHHS DHV our NetSolutions integrated EHR and financial software. Our hosted, modular SaaS structure will provide an integrated approach to:

• Admit, Discharge and Transfer (ADT)	• Clinical Dashboards
• MDS Assessments	• Administrative Dashboards
• User-Defined Assessments	• Portals
• Care Plans	• eAssignments-Task Mgmt
• Interdisciplinary Progress Notes	• CCD/HIE
• Physicians Orders	• eResults Labs/Rads
• eMARS & eTARS	• eDocuments
• Electronic Billing	• Incident Reporting/Infection Control
• Trust Fund Accounting	• CRM
• Resident Scheduling	• Point-of-Care

Tracking is provided from prospect to preadmission through admission and discharge.

NTT DATA is only bidding on the LTCEHR portion of this RFP. Coordination with the selected pharmacy software vendors will be dependent on their support for industry-standard NCPDP 10.6.

We are fully HIPAA compliant and comply with all states' regulations regarding privacy and data breach.

Our abilities to connect with Vista, Vetraspec, Surequest, Dexis, Microsoft Dynamics and your laboratories are addressed in the Functional and Technical Requirements sections, as well as the the cost proposal.

Our CRM module will be able to help you track your prospects and their selection of home.

### SCOPE OF WORK

Our NetSolutions SaaS has been in service for almost a decade, constantly being upgraded. Our current hosting site has been in operation for 4 years and we have been hosting our software for that same decade.

## **Hardware**

See Addendum B for system specifications

See Addendum C for technical information on our hosting center

## **DATA MIGRATION**

Data migration and interfaces are covered in the Detailed Project Work Plan, which covers linking, mapping, importing and testing. However, we feel there is a need for discussion on the large amount of data you look to store, particularly your images and PDFs. There are various ways to deploy this data that may not only be more efficient, but also more cost effective.

## **PROJECT PLANNING AND MANAGEMENT**

We agree with the proposed project structure presented in e. Project Planning and Management on pages 34-36 of the RFP.

### **b. Proposed developmental approach**

NTT DATA Long Term Care Solutions is offering its off-the-shelf long term care integrated EHR/Financial software system to meet virtually all of the requirements in this RFP as described in Sections 3.c thru 3.f.

Mentioned in the RFP and subsequently assumed in our proposal, was the disclosure that the State VA has a training staff. We designed our proposal around a train-the-trainer approach, where we train your training staff to be experts on the software. We find this is the most cost-effective method of deployment.

There may be interfacing issues that unexpectedly arise that we have the ability to address with our NetSolutions Exchange feature. NetSolutions Exchange Platform is an HIE capability that allows NetSolutions to exchange data with virtually any entity in health care, e.g. hospitals, labs, physicians & practices, payors, diagnostic centers, RHIOs and patients. Such unexpected costs may be in addition to what is included with this proposal. If we discuss further details, we can be specific as to any such interfacing costs. We have included HL7 interface tools.

## NetSolutions Imports available for new implementations

### **RESIDENT DEMOGRAPHIC AND BASIC CENSUS IMPORT (file layout available)**

Resident HR Number	Resident Liability Amount (MCD)
Resident Name	Resident Insurance Type
Guarantor Name & Address	Resident Room Location
Resident Race	Resident Medicaid Number
Resident Gender	Resident Medicare Number
Resident Marital Status	Resident SSN
Resident Date of Birth	Resident Diagnoses - can bring in up to 10 codes
Resident County	Resident Hospital Admit Date
Resident Admit Date & Time	Resident Hospital Discharge Date
Resident Admit Source	Resident Attending Physician and NPI
Resident Discharge Date & Time	

### **BALANCE FORWARD IMPORT (file layout available)**

Payor Outstanding Period Balance aged to AR period

### **ITEM CHARGE MASTER (file layout available)**

Item Number  
Item Description  
Revenue Code  
HCPC Code  
Item Price or Cost/Markup  
GL Information

### **HCPC FEE AMOUNTS (file layout available)**

HCPC Code  
Fee Schedule Amount  
MPPR

### **MDS INFORMATION IMPORT (uses standard MDS submission files)**

Resident Name  
Resident HR Number  
Resident SSN  
Resident Gender  
Resident Date of Birth  
Resident Admit Date & Time  
Other information contained in MDS submission files

### **BED DETAIL (file layout available)**

Bed Name  
Business Unit/Product Line  
Gross Rate

### **PHYSICIAN ORDERS (file layout available)**

Resident Name (resident must be in NS)	Directions (optional)
Resident ID Number Order Code	Time Code (optional)
Order Date	Route of Admin (optional)
Start Date (optional)	Order Text (optional)
Stop Date (optional)	Pharmacy Note (optional)
Days Supply (optional)	Diagnosis (optional)
Drug Name (optional)	Pharmacy (optional)
Generic (optional)	Pharmacy Phone (optional)
NDC Number (optional)	Prescriber NPI (optional)
Rx Number (optional)	

**FUNCTIONAL REQUIREMENTS LTCEHR (ATTACHMENT 1)**

Item #	Requirement Description	Response	Priority	Completion Date	Vendor
<b>a) General</b>					
1.	The solution should be browser independent, operate efficiently and be capable of functioning on all common browsers.	Y/N	A/C	2016	NTT DATA
Bidder Comments: The software currently runs on Microsoft IE version 10 and higher new year changes will be made so it will run on all the major browsers.					
2.	Ability to schedule client medical appointments inside and outside the facility with integrated documentation.	Y	B	Dec 2015	NTT DATA
Bidder Comments:					
3.	Include electronic signature capability <ul style="list-style-type: none"> <li>• Lock record from editing once signed but allow amendments to documentation after signing and locking</li> <li>• Allow multiple providers to sign a single record</li> <li>• Include ability for witness signature when documenting administration of eMar</li> <li>• Provide on-line prompts where signatures or co-signatures are required in the completion of medical records documentation to avoid charting deficiencies</li> <li>• Comply with the Nebraska Electronic Signature Statue <a href="http://www.legislature.ne.gov/laws/statutes.php?statute=86-611">http://www.legislature.ne.gov/laws/statutes.php?statute=86-611</a></li> </ul>	Y	A	11-9-15	NTT DATA
		Y	A	11-9-15	NTT DATA
		Y	A	11-9-15	NTT DATA
		Y	A	11-9-15	NTT DATA
		Y	A	11-9-15	NTT DATA
Bidder Comments: in Notes there can be a correction or amendment. Multiple signators can be in eMar, PO's and Care Plan. When documenting specific Orders in eMar the user can require dual signatures as needed. Where needed documentation can't be completed unless signatures are complete.					
We provide two methods of electronic signature: The Personal Identification (iButton) and digital signature using the Topaz signature pad. Users can use the personal identifier (PID) which we recommend the iButton for PO and eCharting. This method requires scanning of the device and verification of the user as set up in our system. The electronic signature pad (Topaz) can be used to sign for care conferences. Both methods should meet these requirements.					

4.	Allow more than one user to be in the same client record at the same time permitting only one user to make changes within the same part of the record at the same time.	Y	A	11-9-15	NTT DATA
Bidder Comments: Multiple users can be a record at the same time. Only one user can make changes for a specific part of the record at the same time.					
5.	Provide customized views and available functionality by user group or role. The system must allow non-relevant items to be hidden based on the user group or role.	Y	A	11-9-15	NTT DATA
Bidder Comments: Customized views for the available functionality based on security can be setup by role or overridden by user the end user will only see the portions of the software that they have access to.					
6.	Include decision support to help user select from standardized procedure/encounter, problem/diagnosis and medication codes and terminologies.	Y	A	11-9-15	NTT DATA
Bidder Comments: Yes the system has a clinical decision support module					
7.	Ability to scan and/or attach documents to charting by type of document.	Y	A	11-9-15	NTT DATA
Bidder Comments: The Net Solutions system has an eDocuments module which gives end user the capability of scanning and attaching the scanned document to the resident in Admissions, AR and Clinical with the ability to setup folders along with user defined types of documents. The document types have security attached ot each.					
8.	Ability to create custom alerts for medical needs, financial needs, etc. that will display on a dashboard as notifications	Y	A	11-9-15	NTT DATA
Bidder Comments: The Net Solutions product has an eassignments module which has a messaging capability as well as alerting capabilities which can be setup specifically by the user.					
9.	Ability to securely message in the software including announcements, emails, instant messaging, etc.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
10.	Ability to collect information on a pre-admission that carries forward from admission to MDS.	Y	A	11-9-15	NTT DATA
Bidder Comments: Net Solutions allows for the user to enter an assessment in the pre-admit and the assessment can be rolled over into the live census and any questions can be correlated to populate the MDS.					

11.	Automated update of reference tables and codes for ICD-10, CPT, HCSPCS, etc. and any relational cross references. Include necessary subscriptions to the coding systems and associated edits.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
12.	Software must include MDS, Care Plan and ADL Charting.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
13.	Display/show triggers in the MDS while a user is working in it.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
14.	Included ease of printing from the MDS, Care Plan and ADL charting.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
15.	Interactive CAA worksheets	Y	A	11-9-15	NTT DATA
Bidder Comments:					
16.	Self-modifiable care plan library	Y	A	11-9-15	NTT DATA
Bidder Comments: User can edit and modify Care Plan Library to suit the needs of their facility.					
17.	Intuitive ADL charting compatible with Dell desktops, kiosks and laptops.	Y	A	11-9-15	NTT DATA
Bidder Comments: Yes we have a Popint of Care ADL charting which has a very intuitive user interface					
18.	Built in Long Term Care assessments.	Y	A	11-9-15	NTT DATA
Bidder Comments: Yes the system comes loaded with as many as 80 pre-built assessments covering every discipline in Post-Acute care.					
19.	Intuitive assessments that show scoring as data is inputted.	Y	A	11-9-15	NTT DATA
Bidder Comments: Every assessment can be scored however the end user wants to have scoring done					
20.	Skin, Wound and Pain assessments that display with a body diagram and ability to identify and track location, size, dimension, etc.	Y	A	11-9-15	NTT DATA
Bidder Comments:					

21.	Fall and Braden assessments with accessible assistive descriptions.	Y	A	11-9-15	NTT DATA
Bidder Comments: Help is available in the UDA for each question on the Braden also help can be added to any assessment created by the end user.					
22.	User friendly progress notes that can be defined by type of note.	Y	A	11-9-15	NTT DATA
Bidder Comments: Progress notes can be defined by type/category and also Care Plan problem link if desired.					
23.	ETAR ability for non-medication orders to be entered by clinical staff, validated by physician if necessary and documented by administration electronically.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
24.	Alert staff to potential administration errors such as wrong client, wrong drug, wrong dose, wrong route and wrong time in support of medication administration or pharmacy dispense/supply management and workflow.	Y	A	11-9-15	NTT DATA
Bidder Comments: The eMar will alert staff of potential administration errors such as wrong client, wrong drug, wrong dose, wrong route and wrong time.					
25.	Availability of signature pads and/or stylus on touch screens for clients, staff and others to interactively electronically sign.	Y	A	11-9-15	NTT DATA
Bidder Comments: This is currently available in Trust Funds deposit and withdrawal and in Care Plans for family members to sign off on a care plan conference.					
26.	Enter admission data and demographics in real time.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
27.	Data fields designed to collect Military demographics for Veterans such as wars served, dates of service, medals, commendations, etc.	Y	A	11-9-15	NTT DATA
Bidder Comments: Net Solutions has fields for collecting Military Demographics with the ability to add additional fields if there is something the user wants to track which are not in the system.					
28.	Data fields designed to collect Veterans Administration (VA) diagnostic codes and percent of service connected disability.	Y	A	11-9-15	NTT DATA
Bidder Comments: User can create custom data element fields for capturing data as needed pertaining to Dx codes, disability and percentage. NetSolutions can attach ICD codes to physician orders.					

My Health Record

- My Laboratory Results
- My Radiology Reports
- Reports
- Health Summary
- Visits
- Share My Records
- Shared Health Records

Hospital Information

- Classes & Events
- News
- Locations

My Setup

Support

- Contact Support
- Your Support Questions



## Download Your Health Summary

Here you can view, download and send your health summary documents in a secure environment to other medical care providers.

Click the reports below to view the summary of your recent hospital visits.

Contact your physician or primary care provider if you have questions about test results.

Please enter the number of days to search:

### Reports Found:

Encounter	Report Name	Admit Date	Last Updated
1103203737	<a href="#">CCDA</a>	8/6/2013 9:23:00 PM	7/25/2013 12:00:00 AM
1103203737	<a href="#">CCDA</a>	8/6/2013 9:23:00 PM	11/19/2013 12:00:00 AM
1103203737	<a href="#">CCD</a>	8/6/2013 9:23:00 PM	7/29/2013 11:13:00 PM
1103203737	<a href="#">Aprima CCD</a>	8/6/2013 9:23:00 PM	11/19/2013 6:52:00 AM
1103203737	<a href="#">CCDA</a>	8/6/2013 9:23:00 PM	11/19/2013 10:36:40 PM
1103203737	<a href="#">CCDA</a>	8/6/2013 9:23:00 PM	11/19/2013 10:36:40 PM
1103203737	<a href="#">CCDA</a>	8/6/2013 9:23:00 PM	11/19/2013 10:36:40 PM
1103203737	<a href="#">IH.CCDA</a>	8/6/2013 9:23:00 PM	12/17/2013 10:45:00 AM

Existing Patient Portal for our acute care software which we can easily adapt to the Nebraska VA Homes



29.	Ability to attach VA diagnostic code to physician orders to link a service connected disability to a physician order.	Y	A	12-11-15	NTT DATA
Bidder Comments: Client has the ability to create their own required data entry field for Order Entry. Further, NetSolutions currently has a resident scheduling system due for release 12-11-15 with further functionality due in 2016.					
30.	Generate daily census report.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
31.	Generate monthly census report displaying all client movements and leaves during the date range. Monthly begin and end census counts must be included.	Y	A	11-9-15	NTT DATA
Bidder Comments: multiple census reports to get your information needed.					
32.	Drug formulary checks	Y	A	11-9-15	NTT DATA
Bidder Comments:					
33.	Incorporate clinical lab test results into LTCEHR as structured data-receive results, display test report information, incorporate results	Y	A	11-9-15	NTT DATA
Bidder Comments:					
34.	Ability to send resident (member) reminders of an upcoming mandatory visit with the provider, providing a problem list, medication list, medication allergy list, including demographics and with laboratory results.	N	A C	12/11/15 6/30/15	NTT DATA
Bidder Comments: NetSolutions currently has a resident scheduling system under development due for release 12/11/15. Resources and activities can be scheduled, along with notifications provided through our included eAssignments module					
35.	Enable a user to provide members with online access to their clinical information, including lab results, problem list, medication list, and medication allergies.	N	C	Within 90 days of our agreement	NTT DATA
Bidder Comments: Our existing Acute Care Patient Portal works off of NTT DATA's HIE data exchange platform, so items that flow through there now, such as HL7 demographics, diagnoses, visit info, and lab/radi reports can be made available to LTC residents. Where we might have to do some work is in providing more clinical info such as PO's via HL7, and CCDA's, creating a Resident Portal accessible by families, if desired. There may be an additional charge outside of this RFP, depending on the scope of work required..					

FRID #	Requirement Description	Priority	Category	Implementation Date	Response
36.	Resources identified through logic built into certified EHR technology which evaluates information about the member and suggest to the provider education resources that would be of value for the member	Y	A	11-9-15	NTT DATA
Bidder Comments: The educational information that is available is related to the medications					
37.	Enable a user to electronically compare two or more medication lists from another care setting or provider of care	Y	A	11-9-15	NTT DATA
Bidder Comments: Can be accomplished through using CCD or CCDA. Client must be a member of the HIE network of the other providers.					
38.	Electronically record, modify, retrieve, and submit immunization information in accordance with 170.205(e)(1) or 170.205(e)(2)	N	N/A	?	NTT DATA
Bidder Comments: NTT DATA has not been able to get State or Federal on-line registries to commit to interfacing with the NetSolutions platform					
<b>b) Reporting</b>					
39.	The solution must allow data collection, analysis and reporting by authorized users via a web base application using desktops, laptops, tablets, kiosks and/or smart phones.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
40.	Report writing functionality should be user friendly and allow DVH to develop reports without contractor support.	Y	A	11-9-15	NTT DATA
Bidder Comments: the end user can write reports without contractor support if they are familiar with Crystal Report Writer. There is also a simple ad-hoc report capability in the software as well.					
41.	Include Dashboard functionality so that events that have taken place in charting such as falls, behaviors, skin issues and other things that may require an incident report can be seen.	Y	A/B	11-9-15 11-20-15	NTT DATA
Bidder Comments: There is currently a management style dashboard which has all of the above mentioned items on it there is also a new release clinical dashboard out on Nov 20 <sup>th</sup> which is made for the floor nurse which gives alerts for all the clinical processes.					

42.	Ability to generate and subtotal all reports by client, by unit and/or by facility total.	Y	A	11-9-15	NTT DATA
Bidder Comments: the Net Solutions product comes with over 900 canned reports which the end user has the capability of selecting multiple criteria when requesting a report such as by unit, active/inactive, payor, building etc.					
43.	Ability to see which MDS's are due at a glance.	Y	A	11-9-15	NTT DATA
Bidder Comments:A/B					
44.	Ability to build reports using question selections from the MDS.	Y	A	11-9-15	NTT DATA
Bidder Comments: There is Ad-hoc report capabilities for building MDS question reporting in the system					
45.	Ability to generate Quality Measure reports	Y	A	11-9-15	NTT DATA
Bidder Comments:					
46.	Ability to see if ADL's have been completed in a timely manner.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
47.	Ability to search/display/print progress notes by any combination of : one or more note types, one or more members, by unit, or by facility total.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
48.	Generate lists of residents (members) by specific conditions to use for quality improvement: problem lists, medication lists, demographics and laboratory test results	Y	A	11-9-15	NTT DATA
Bidder Comments:					
<b>c) System Administration</b>					
49.	The solution must allow for administrative rights to oversee the systems including the ability to configure multiple access rights and security levels based on user privilege, to import/export data, and to configure and generate reports.	Y	A	11-9-15	NTT DATA
Bidder Comments:					

50.	Shall have the ability to turn on and off the data elements that are available within a given security level for data searching and reporting to ensure data would not be released inadvertently.	Y	A	11-9-15	NTT DATA
Bidder Comments: Only SSN, Medicare and Medicaid numbers can be masked currently.					
51.	The solution must allow for updates in data definitions as requirements change, for example, field names, options to select, and formats.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
52.	The solution must have the ability to create customized data elements with appropriate formats without additional programming by the contractor (flexibility in data capture).	Y	A	11-9-15	NTT DATA
Bidder Comments:					
53.	The solution must have an integrated validation module to ensure data submitted is accurate and valid.	Y	A	11-9-15	NTT DATA
Bidder Comments: The MDS is audited internally and there are billing checks for missing required data.					
54.	The drug database required by the bidder must be the same for both the LTCEHR and the Long Term Care Pharmacy Management Software solution. Please state which drug database will be used.	Y	A	11-9-15	NTT DATA
Bidder Comments: RxConnect pharmacy software it looks like they use Red Book, as we can					
55.	Ability to create user defined assessments on demand as needed.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
56.	Provide a master patient index across all Nebraska Veterans Homes.	Y	A	11-9-15	NTT DATA
Bidder Comments: Yes the software has the ability to provide a Master Patient Index					
<b>d) Training/Support</b>					
57.	The contractor must provide train-the-trainer instruction and materials, webinar-based training for users, on-line user manuals and help for instruction on use of the applications including current data elements. Training materials should reflect all updated information.	Y	A	11-9-15	NTT DATA

Bidder Comments:					
58.	The solution must allow for custom programming to meet the State's specific needs which will be performed by the contractor as requested and approved by DHHS.	Y	A	11-9-15	NTT DATA
Bidder Comments: Custom program is owned by NTT DATA and rolled into the standard product and made available to all customers.					
59.	On-line help and training options will be built into the software.	Y	A	11-9-15	NTT DATA
Bidder Comments: These tools are currently in the software					

<b>e) Standards</b>					
60.	The solution must meet the current and future industry standards of the Health Information Technology for Economic and Clinical Health (HITECH) Act, the Affordable Care Act (ACA), Health Insurance Portability and Accountability Act (HIPAA), and other Center for Medicare and Medicaid Services (CMS), State regulations and USDVA regulations.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
61.	The solution must have LTCEHR program certification from the Office of the National Coordinator (ONC) for Health Information Technology, as well as the Long Term and Post-Acute Care (LTPAC) for skilled nursing homes.	Y	A	11-9-15	NTT DATA
Bidder Comments: Net Solutions is CCHIT Certified Nov 2013					
62.	The solution must have certification from an ONC-Authorized Testing and Certification Body (ONC-ATCB).	Y	A	11-9-15	NTT DATA
Bidder Comments: NetSolutions has been certified by CCHIT					
63.	The solution must provide clinical decision support functionality and comply with all CMS Stage 2 Meaningful use guidelines.	Y	A	11-9-15	NTT DATA
Bidder Comments:					

64.	International Classification of Disease-10 (ICD-10) compliance prior to 10/01/2015.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
65.	DEA approved security for prescriptions written by physicians in CPOE with integration to long term care pharmacy software (Combination of password, card swipe, retinal or fingerprint biometric, etc.).	Y	A	11-9-15	NTT DATA
Bidder Comments:					
66.	Other menu items ONC 2014 certification is based on, that are not listed above.	NA	NA	NA	
Bidder Comments:					
67.	CQM-NQF#0018 controlling High Blood Pressure	Y	A	11-9-15	NTT DATA
Bidder Comments:					
68.	NQF#0022 Use of High-Risk medication in the elderly	Y	A	11-9-15	NTT DATA
Bidder Comments: Eligible Professionals (EPs), Eligible Hospitals, and Critical Access Hospitals (CAHs) beyond their first year of Meaningful Use participation will submit clinical quality measures (CQMs) electronically beginning with CY/FY 2014. For Stage 2 MU reporting requirements, reporting periods and the various reporting options; please see the information contained in the main page on <a href="#">Stage 2 of the EHR Incentive program</a>					
69.	NQF#0041 Preventative care screening influenza immunization	Y	A	11-9-15	NTT DATA
Bidder Comments:					
70.	NQF#0088 Ischemic Vascular Disease IVD use of aspirin or another antihrombotic	Y	A	11-9-15	NTT DATA
Bidder Comments:					
71.	NQF#0101 Falls, Screening for future fall risk	Y	A	11-9-15	NTT DATA
Bidder Comments:					
72.	NQF#0418 Preventative care and screening; screening for clinical depression and follow-up	Y	A	11-9-15	NTT DATA
Bidder Comments:					
73.	NQF#0419 Documentation of current medications in the medical record	Y	A	11-9-15	NTT DATA

Bidder Comments:					
74.	NQF#0421 Preventative care and screening body mass index(BMI) screening and follow-up	Y	A	11-9-15	NTT DATA
Bidder Comments:					
75.	NQF#0710 Depression Remission at twelve months	Y	A	11-9-15	NTT DATA
Bidder Comments:					
76.	NQF#0712 Depression utilization of the PHQ-9 tool	Y	A	11-9-15	NTT DATA
Bidder Comments:					
77.	NQF#TBD Closing the referral loop, receipt of specialist report	Y	A	11-9-15	NTT DATA
Bidder Comments:					
78.	NQF#TBD Functional status assessment for complex chronic conditions Warfarin	Y	A	11-9-15	NTT DATA
Bidder Comments:					
79.	NQF# TBD ADE prevention and monitoring Warfarin	Y	A	11-9-15	NTT DATA
Bidder Comments:					
80.	NQF# 0043 Pneumonia Vaccination Status for older adults	Y	A	11-9-15	NTT DATA
Bidder Comments:					
81.	NQF# 0068 Ischemic Vascular Disease IVD use of Aspirin or another antithrombotic	Y	A	11-9-15	NTT DATA
Bidder Comments:					
82.	Other quality measures not listed above:	NA	NA	NA	
Bidder Comments:					
<b>f) Interface</b>					

83.	Ability to integrate physician orders CPOE,eMAR with outpatient Long Term Care Pharmacy Management Software.	Y	A	11-9-15	NTT DATA
Bidder Comments:Via NCPDP 10.6					
84.	Ability to interface with Surequest Dietary software.	Y	A	11-9-15	NTT DATA
Bidder Comments: Yes we can send demographic data to SureQuest via HL7					
85.	Ability to interface with various lab providers.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
86.	Ability to interface Trust Account to Microsoft Dynamics Retail Management System	Y	A	11-9-15	NTT DATA
Bidder Comments: NetSolutions has the capability to export out of our software all ADT information and send it to Microsoft Dynamics RMS if their system can read HL7. We can also import the file back into our Trust module as a batch as long as MDRMS has the ability to send it in our standard or in an excel file format that has the information we need.					
87.	Ability to interface to Dexis Digital Imaging software.	Y	A	11-9-15	NTT DATA
Bidder Comments: We have the ability to pull in results and images..					
88.	Ability to interface to Vista software.	Y	A	11-9-15	NTT DATA
Bidder Comments: DHHS DVH is interested in an interface to the Vista Veterans Health Information System used by United States Department of Veterans Affairs (USDVA) Medical Centers. Veterans frequently receive inpatient and outpatient services from providers at the USDVA Medical Centers. Staff in the Veterans Homes must then sign on to Vista and export care related information to scan and import to the Avatar EHR  We presently do this with the State of West Virginia Veterans; basic ADT HL7 feed.					
89.	Ability to interface to Vetraspec software.	N	See comments		NTT DATA
Bidder Comments: The Nebraska Department of Veterans Affairs (NDVA) is responsible for collecting information on applications to the Veterans Homes. Approved applications to the Veterans Homes are then maintained on a waiting list for admission to one of the four (4) Veterans Homes. The NDVA uses the VetraSpec State Department Software Solution to document and maintain information. Veterans can apply for admission to multiple Veterans Homes with the option to select admission to the first available open bed offered to them. NDVA forwards the application and accompanying documentation to each of the Veterans Homes that an applicant selects to apply for admission. Each Veterans Home manually keeps a waiting list of applications to their respective home. When a bed becomes available an admission coordinator from the Veterans Home contacts the applicant and begins the pre-admission assessment. If the applicant is offered and accepts admission, an Admission episode is created in Avatar. After the admission episode is created, the paper documentation beginning from application can be scanned to Avatar. DHHS DVH needs the ability to interface to VetraSpec to automate this process.  Through our CRM module.					



90.	Ability to interface to Nebraska Health Information Initiative (NeHII)	Y	A	11-9-15	NTT DATA
Bidder Comments: NeHII is leading the effort to create a secure, online, web-based Health Information Exchange (HIE) designed to serve the state of Nebraska. Improved delivery of health care information and reduced health care costs are good for all citizens of Nebraska. The state has a proud tradition and reputation of providing the finest health care possible to its citizens. The HIE will help health care providers take health care to the next level					
We currently send outbound MDS & CCD (hitsp C32) documents embedded in HL7 messaging. We are working on providing newer versions (CCDA) and interact using Direct Exchange messaging.					
91.	Intelligent information flow between MDS, CNA Charting, Diagnosis, Immunizations, Nursing Assessments, etc.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
92.	Computerized Physician Order Entry (CPOE) with integrated interface to Long Term Care Pharmacy Management Software.	Y	A	11-9-15	NTT DATA
Bidder Comments: UNK if we can send orders to their pharmacy					
93.	EMAR order integration with CPOE and Long Term Care Pharmacy Management Software.	Y	A	11-9-15	NTT DATA
Bidder Comments:UNK					
94.	Electronically receive, display, and transmit a members summary record from other provider organizations including at a minimum, diagnostic test results, problem list, medication list, medication allergy list in accordance with standard 170.205(a)(1) or 170.205(a)(2), displayed in a human readable format. Problems according to 170.207 (a)(1) or 170.207(a)(2), and laboratory tests 170.207(c); Medications 170.207(d)	Y	A	11-9-15	NTT DATA
Bidder Comments:					
<b>g) Billing/Office Management</b>					
95.	Electronic process for checking and importing insurance eligibility information from ASCX 270/271 health care eligibility inquiry and response transactions.	Y	A	11-9-15	NTT DATA
Bidder Comments:					

96.	Electronic process to submit, receive and process 837x claims and 835 remittance files for multiple payers to/from insurance companies or clearing houses.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
97.	Provide automatic line item posting of payments, adjustments, and denials with the ability to suppress some items using a user-defined exceptions list.	Y	A	11/9/15	NTT DATA
Bidder Comments: We're not sure what is meant by <i>suppress some items</i> . We do import 835 and non-835 cash receipts, including posting of 0.00 receipts to track denials and we import adjustments from a spreadsheet. Alternatively, you can setup recurring credits for adjustments like a recurring discount of rent.					
98.	Ability to identify insurance billing rule violations before sending claims.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
99.	Ability to print insurance claims such as HCFA 1500.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
100.	Ability to handle multiple group NPI numbers and service locations.	Y	A	11-9-15	NTT DATA
Bidder Comments: NPI #s can be at the facility, payor or plan level. The location code is also at the payor level.					
101.	Ability to perform an audit of unpaid insurance claims.	Y	A	11-9-15	NTT DATA
Bidder Comments: Within our Collections feature of our Billing & Receivables module.					
102.	User friendly process to correct claims for resubmission.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
103.	Self-pay maintenance rates are recalculated when considerations change. The user must be able to enter an updated maintenance rate by date range while keeping a history of all prior rates.	Y	A	11-9-15	NTT DATA
Bidder Comments:					

104.	Provide a full suite of encoder software for automatic billing edits to <ul style="list-style-type: none"> <li>• Validate clinical credentials appropriate to service rendered.</li> <li>• Validate clinician certification as appropriate to payer.</li> <li>• Check time durations for validity.</li> <li>• Check service location appropriate to service rendered.</li> <li>• Detect duplicate service entry.</li> </ul>	N			
Bidder Comments:					
105.	Ability to post a payment prior to a charge being generated creating a credit amount/advance payment.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
106.	Ability to generate monthly self-pay charges/statements in advance. Current self-pay maintenance statements are sent at the beginning of each month showing maintenance beginning balance, advance monthly charges due and ending balance for the month.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
107.	Ability to apply monthly payments and charges based on a date range.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
108.	Ability to charge full support room and board rates by level of care (skilled/domiciliary) and allow for adjustments to the rate of VA per diem.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
109.	Enter guarantor information into billing system and specify order of liability.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
110.	Accommodate unique rates by guarantor and procedure codes by date.	Y	A	11-9-15	NTT DATA
Bidder Comments: Verify procedure codes by date					

111.	Allow rate tables to be updated by user when necessary with begin and end dates assigned to each rate keeping prior rate history.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
112.	Display account aging on member statements and generate aging reports.	Y	C	Upon Product Delivery	NTT DATA
Bidder Comments: We only need to create a custom statement, which is easily done. We can have ready upon delivery according to your specifications					
113.	Ability to track members Trust/Banking accounts.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
114.	Ability to produce Trust account statements showing beginning balance, transaction history during the date range and ending balance.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
115.	Generate a daily cash box reconciliation report and daily deposit report.	Y	A	11-9-15	NTT DATA
Bidder Comments: Verify this was a request of MI Vets					
116.	Ability to automatically post payments from a members trust account to the self-pay.	Y	A	11-9-15	NTT DATA
Bidder Comments: We do payments from fund where enter the trx in funds and indicate it should be applied to the AR account as a receipt. We can also use splits which takes a receipt and splits one amt to AR and the other to the fund					
117.	Ability to generate and print checks from a trust fund for member payments.	Y	B	Jan 2016	NTT DATA
Bidder Comments: Verify Date with suzy					
118.	Ability to generate and print checks to a single contractor for payments due from multiple member accounts posting individual transactions to each member.	Y	B	Jan 2016	NTT DATA
Bidder Comments:					
119.	Prohibit adjustment mechanisms for checks. (Must void and re-issue only).	Y	B	Jan 2016	NTT DATA
Bidder Comments:					

120.	Ability to post multiple debits and credits (deposits and withdrawals from member banking accounts by transaction codes.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
121.	Ability to enter recurring debit and credit (deposit/withdrawal) transactions by source (e.g., SSA, SSI, VA, Civil Service, etc.) into the system to be processed monthly (by date range). These amounts tend to remain stable over the course of a year but the system must easily allow adjustments and keep prior history when necessary.	N			
Bidder Comments: If you are talking about recurring receipts, we don't currently do that, nor do we have recurring withdrawals or deposits to funds. However, you set them up in a spreadsheet and just modify what changed each month before importing.					
122.	Generate a petty cash voucher with two signature lines (client and staff) and post it to the clients account. (Electronic signature capability desired)	Y	A	11-9-15	NTT DATA
Bidder Comments: We do electronic signature on funds withdrawals and deposits. The esignature is stored so you can go back to the transaction and pull it up. Only the resident signs but the staff member would be recorded in event tracking.					
123.	Ability to enter interest on the trust account monthly. The amount of the interest entered should be applied to all members who's trust balance has not been zero on any day during the calendar month.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
124.	Generate an interest posted report displaying interest amount applied to each account with the option to sort alphabetically by member name or client number.	Y	A	11-9-15	NTT DATA
Bidder Comments:					

## TECHNICAL REQUIREMENTS LTCEHR (ATTACHMENT 2)

a) General Technical					
1.	The solution shall support multiple environments for use by the State, including development, test, training, and production. (sandbox, break-fix)	Y	A	11-9-15	NTT DATA
Bidder Comments: Test database provided					
2.	The solution shall be designed such that routine upgrades and maintenance do not require system reconfiguration.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
3.	The solution shall conduct data exchanges between components in real-time so that data is always synchronous across the entire solution, including any third party components.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
4.	Provide a comprehensive set of edits at the point of data entry to minimize data errors and provide immediate feedback in order for incorrect data to be corrected before further processing (e.g., spell check).	Y	A	11-9-15	NTT DATA
Bidder Comments:					
5.	The solution must integrate with Microsoft Office.	Y	A	11-9-15	NTT DATA
Bidder Comments:					

6.	All infrastructure software used by the solution (operating system, databases, web servers, network management, etc.) shall be a version that is currently supported under standard maintenance agreements and is generally available during the life of the contract	Y	A	11-9-15	NTT DATA
Bidder Comments:					
7.	The solution shall maintain a historical record of all changes made to any item within the system, the ID of the person or process that made the change, and the date and time the change was made.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
8.	The solution shall, operate with Windows based operating software on tablets.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
9.	The solution shall incorporate secure telecommunications capabilities that link staff and clinicians from remote locations to their central site with audio and video capabilities.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
10.	The solution should assure that third party software, used for ancillary aspects of the solution, that require distribution or maintenance to desktops or servers can be distributed and configured on user work stations from a central location and not require onsite intervention. In other words, software should support "silent" or unattended installation functionality for any non-web based features.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
11.	The solution shall be deployed primarily as a web-based interface, so that users only need a web browser to access the solution. Currently the State uses IE-11	Y	A	11-9-15	NTT DATA
Bidder Comments:					

12.	The solution should provide an auto archive/purge of the log files to prevent uncontrolled growth of the log and historical records storage using administrator-set parameters.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
13.	The solution shall provide administrative tools and maintenance routines to change access rights quickly.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
14.	The solution shall allow for accessibility and portability of application via web enabled architecture	Y	A	11-9-15	NTT DATA
Bidder Comments:					
<b>b) Standards</b>					
15.	The solution shall comply with accessibility requirements described in 45 CFR 85 and with State of Nebraska accessibility requirements located at <a href="http://www.nitc.state.ne.us/standards/accessibility/">http://www.nitc.state.ne.us/standards/accessibility/</a>	Y	A	11-9-15	NTT DATA
Bidder Comments:					
16.	The solution shall comply with digital signature requirements described in the Nebraska Digital Signatures Act. Refer to <a href="http://www.sos.state.ne.us/rules-and-regs/regsearch/Rules/Secretary_of_State/Title-437.pdf">http://www.sos.state.ne.us/rules-and-regs/regsearch/Rules/Secretary_of_State/Title-437.pdf</a> for definition and standards.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
17.	The solution shall be scalable and flexible enough to accommodate any changes required by the State and/or federal statute, mandate, decision or policy.	Y	A	11-9-15	NTT DATA
Bidder Comments:					



18.	The solution shall conform to the sub-parts of Section 508 of the Americans with Disabilities Act (ADA), and any other appropriate State or federal disability legislation.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
19.	The solution should alert providers to potential administration errors, such as wrong client, wrong drug, wrong dose, wrong route, and wrong time in support of medication administration or pharmacy dispense/supply management and workflow.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
<b>c) Error Handling</b>					
20.	The solution shall write and categorize all errors to an error log.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
21.	The solution shall allow for user-defined alerts of errors, including those to external communication mechanisms (e.g., e-mail and text messaging).	Y	A	11-9-15	NTT DATA
Bidder Comments:					
22.	The solution shall include a comprehensive error message manual with unique message identifiers.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
23.	The solution shall capture system down times along with the causes of the downtimes where applicable	Y	A	11-9-15	NTT DATA
Bidder Comments:					

**d) Database/Data Management**

24.	The solution shall facilitate data structure changes to accommodate any Federal or Legislative mandated changes, without requiring major software rewrites	Y	A	11-9-15	NTT DATA
Bidder Comments:					
25.	The solution shall provide the flexibility to extract and load data into standard PC-based software formats on-line without the need for programming expertise.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
26.	The solution shall maintain an automated history (audit trail) of all update transactions, including, but not limited to: date and time of change, "before" and "after" data field contents, and operator identifier or source of the update.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
27.	The solution should support triggers, stored procedures, alerts, user-defined functions and data types, and system-defined functions and data types.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
28.	The solution should conform to the Open Database Connectivity Standard (ODBC).	Y	A	11-9-15	NTT DATA
Bidder Comments:					

e) System and User Documentation					
29.	The contractor shall provide an entity-relationship model, class diagram and a table of contents with data dictionary for report creation by the State that is regularly updated and includes table, field, and relationships.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
30.	The solution should provide on-line help for all features, functions, and data element fields, as well as descriptions and resolutions for error messages, using help features including indexing, searching, tool tips, and context-sensitive help topics. The on-line documentation will include descriptions, definitions, and layouts for each standard report. All selection criteria parameters and each report item/data element must be defined and all field calculations must be defined in detail.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
31.	The contractor should ensure that the User Manual remains accessible to users on-line, with a printable version available. The documentation will include full mock-ups of all screens/windows and provide narrative descriptions of the navigation features for each screen/window.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
32.	The contractor shall provide DHHS a comprehensive system operation manual, at the time of installation.	Y	A	11-9-15	NTT DATA
Bidder Comments:					

33.	The contractor shall develop, use and provide training material to DHHS for initial and ongoing training. The content of these materials will be consistent with the User Manual, any Operating Procedures and Help text.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
<b>f) Interfaces/Imports/Exports</b>					
34.	The solution should be able to schedule interface jobs to other systems	Y	A	11-9-15	NTT DATA
Bidder Comments:					
35.	The solution's interfaces shall secure and protect the data and the associated infrastructure from a confidentiality, integrity and availability perspective.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
36.	The solution shall have the capability to notify System Administrators/system support staff if an interface is not available for any reason.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
37.	The vendor shall provide necessary APIs to allow DHHS to create interfaces to and from the DHHS solution.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
38.	The solution shall leverage an electronic document management system that is integrated to support the storage and retrieval of document images.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
39.	The solution shall provide the ability to route imaged correspondence to any work queue.	Y	A	11-9-15	NTT DATA
Bidder Comments:					

40.	The solution should provide the ability to import data in multiple formats (e.g. csv, ASCII)	Y	A	11-9-15	NTT DATA
Bidder Comments:					
41.	The solution shall send and receive data via HL7 and ODBC connections, including an interface with NeHII.	Y	B	11-9-15	NTT DATA
Bidder Comments: Available for HL7 2.X					
42.	The solution shall have the ability to use standards based communication protocols; such as TCP/IP, HTTP/S and SMTP.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
<b>g) System Performance</b>					
43.	Support concurrent users with minimal impact to response time, with the ability to increase the demand on the system by 50% without modification to the software or degradation in performance.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
44.	The solution shall be available, online 24 hours a day and 7 days a week, 99.9% of the time each month. Planned, approved downtime for maintenance will be excluded from this requirement.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
45.	The solution shall provide application performance monitoring and management capabilities	Y	A	11-9-15	NTT DATA
Bidder Comments:					

46.	<p>The solution should meet the following minimum response times even at peak load. Times will be measured for adherence to the requirements at the State's discretion.</p> <ul style="list-style-type: none"> <li>Record Search Time – The response time must be within four (4) seconds 95% of the time and under ten (10) seconds for 100% of the time for record searches.</li> <li>Record Retrieval Time – The response time must be within four (4) seconds 95% of the time and under ten (10) seconds 100% of the time for record retrievals.</li> <li>Transaction Response Time – The response time must be within two (2) seconds 95% of the time and under ten (10) seconds for 100% of the time for screen response.</li> <li>Print Initiation Time – The response time must be within two (2) seconds 95% of the time and under ten (10) seconds 100% of the time-for-print initiations.</li> <li>Subsequent Page Display Response Time - The movement from viewing one page to viewing the next page within the same document shall not take more than one (1) second 95% of the time and under five (5) seconds for 100% of the time for screen response.</li> <li>Document Availability - 99.5% of all documents must be available within on average five (5) seconds after imaged.</li> </ul> <p>Note: These response times do not include network latency, which will be measured and reported by DHHS.</p>	Y	A	11-9-15	NTT DATA
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Bidder Comments: Client must provided business class internet access with static IP address

h) Security/Audit					
47.	The solution must provide role-based security using unique identifiers (IDs), mandatory password standards, and profile or group access assignments. All users must be authenticated when establishing a connection to the solution. Authentication must be based on unique user IDs and must support separation of duties based on roles.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
48.	The solution shall support protection of confidentiality of all PHI delivered over the Internet or other known open networks via encryption using triple-DES (3DES) or the Advanced Encryption Standard (AES) and an open protocol such as Transport Layer Security (TLS), Secure Sockets Layer (SSL), Internet Protocol Security (IPsec), XML encryptions, or Secure/Multipurpose Internet Mail Extensions(S/MIME) or their successors. Bidder must describe in detail the encryption methodology used.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
49.	The solution shall use role-based security for access to system features, function, screens, and data access.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
50.	The solution should support encryption of data at rest for all stored PHI or an equivalent alternative protection mechanism. Bidder must describe in detail compensating controls if data is not encrypted at rest.	Y	A	11-9-15	NTT DATA
Bidder Comments:					

51.	The solution shall conduct real-time backups in order to comply with HITECH requirements. Backups must be executed without disruption to system performance and without need for user intervention.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
52.	The solution shall provide the ability for concurrent users to simultaneously view the same record, documentation and or template and maintain data integrity.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
53.	The solution shall adhere to the principle of "Fail Safe" to ensure that a system in a failed state does not reveal any sensitive information or leave any access controls open for attacks.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
54.	The solution must have a unique identifier which is not the client/residents SSN.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
55.	The solution shall comply with Federal, State, and division-specific security requirements including but not limited to: <ul style="list-style-type: none"> <li>• Health Insurance Portability and Accountability Act (HIPAA) of 1996</li> <li>• Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009</li> <li>• Nebraska Electronic Signature Statute <a href="http://www.legislature.ne.gov/laws/statutes.php?statute=86-611">http://www.legislature.ne.gov/laws/statutes.php?statute=86-611</a></li> <li>• Privacy Act of 1974</li> <li>• 45 CFR 85 Security standards for PHI</li> </ul>	Y	A	11-9-15	NTT DATA
Bidder Comments: Requirments reviewed and verified 10/21/15					



56.	The solution upon detection of inactivity of an interactive session shall prevent further viewing and access to the solution by that session by terminating the session, or by initiating a session lock that remains in effect until the user reestablishes access using appropriate identification and authentication procedures. The inactivity timeout shall be configurable.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
57.	The solution, prior to access to any PHI, shall display a configurable warning or login banner (e.g. "The solution should only be accessed by authorized users"). In the event that a solution does not support pre-login capabilities, the solution shall display the banner immediately following authorization.	Y	A	11-9-15	NTT DATA
Bidder Comments: Configurable by client					
58.	The solution shall contain verification mechanisms that are capable of authenticating authority for the use or disclosure requested	Y	A	11-9-15	NTT DATA
Bidder Comments:					
59.	The solution shall alert staff authorities identified by DHHS of potential violations of privacy safeguards	Y	A	11-9-15	NTT DATA
Bidder Comments:					
60.	The solution must detect and prevent hacking, intrusion, and other unauthorized use of system resources.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
61.	The solution must provide procedures for guarding, monitoring and detecting malicious software, update virus blocking daily to aggressively monitor and protect against viruses	Y	A	11-9-15	NTT DATA
Bidder Comments: Hosted solution only.					

62.	When acces to a users's account is restricted, the solution shall provide a means for appropriately authorized users to obtain access for emergency situations defined by DHHS	Y	A	11-9-15	NTT DATA
Bidder Comments:					
63.	The solution must audit/track all activity specific to each user and process, including at a minimum date and time of last login, invalid login attempts, system errors, and all transaction activities, including inquiry.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
64.	The solution must monitor system activity and log and examine system activity in accordance with audit policies and procedures adopted by DHHS.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
65.	The solution must preserve and report specified audit data designated by DHHS when potential security violations or data compromises are detected.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
66.	The solution should recognize confidential and highly sensitive information in reports and views (i.e. PHI and SSN). Restrict distribution and access based upon system security settings and roles. Include warnings on printed and viewed reports.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
67.	The solution should provide a process for archiving and/or destroying data and sanitizing storage media in conformance with DHHS and Division data governance policies and subject to applicable HIPAA, and federal (e.g., Federal Information Processing Standards (FIPS), National Institutes of Standards and Technology (NIST), and State laws	Y	A	11-9-15	NTT DATA
Bidder Comments:					

68.	The solution shall enforce password policies for length, character requirements, forced reset intervals, and updates and enforce strong password rules per NITC and IRS requirements.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
69.	The solution shall support the use of Multi-factor authentication	Y	A	11-9-15	NTT DATA
Bidder Comments:					
70.	The solution must prevent the creation of duplicate user accounts.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
71.	The solution must provide the capability to identify and report on inappropriate access to information in the system, based on user defined criteria.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
72.	The solution must provide the capability to monitor events on the information system, detect attacks, and provide identification of unauthorized use of the system.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
73.	Have defined and deployed strong controls (including access and query rights) to prevent any data misuse, such as fraud, marketing or other purposes	Y	A	11-9-15	NTT DATA
Bidder Comments:					

74.	<p>The solution shall maintain a record (e.g. audit trail) of all additions, changes and deletions made to data in the system. This should be readily searchable by user ID or client ID. This must include but is not limited to:</p> <ul style="list-style-type: none"> <li>• The user ID of the person who made the change</li> <li>• The date and time of the change</li> <li>• The physical, software/hardware and/or network location of the person while making the change</li> <li>• The information that was changed</li> <li>• The outcome of the event</li> <li>• The data before and after it was changed, and which screens were accessed and used</li> </ul>	Y	A	11-9-15	NTT DATA
Bidder Comments:					
75.	<p>The solution shall support logging to a common audit engine using the schema and transports specified by DHHS. The solution shall be able to export logs into text format in such a manner as to allow correlation based on time (e.g. Coordinated Universal Time [UTC] synchronization).</p>	Y	A	11-9-15	NTT DATA
Bidder Comments:					
76.	<p>The solution shall support removal of a users privileges without deleting the user from the solution to ensure history of user's identity and actions.</p>	Y	A	11-9-15	NTT DATA
Bidder Comments:					
77.	<p>The solution shall comply with the Office of the National Coordinator's Nationwide Privacy and Security Framework for Electronic Exchange of Individually Identifiable Health Information.</p>	Y	A	11-9-15	NTT DATA
Bidder Comments:					

78.	The solution shall provide the ability to maintain a directory of all personnel who currently use or access the system.	Y	A	11-9-15	NTT DATA
Bidder Comments:					
79.	The solution shall be configurable to prevent corruption or loss of data already entered into the solution in the event of failure.	Y	A	11-9-15	NTT DATA
Bidder Comments:					

Preliminary Detailed Project Work Plan			Week of	2/1/16	2/8/16	2/15/16	2/22/16	2/29/16	3/7/16	3/14/16	3/21/16	3/28/16	4/4/16	4/11/16	4/18/16	4/25/16	5/2/16	5/9/16	5/16/16	5/23/16	5/30/16	6/6/16	6/13/16	6/20/16	6/27/16	7/4/16	7/11/16	7/18/16	7/25/16	8/1/16	8/8/16	8/15/16	8/22/16				
	Responsible Party																																				
<b>A</b>	<b>Provision of Software</b>																																				
	Install software	NTT DATA																																			
<b>B</b>	<b>Project Planning/Monitoring</b>																																				
	Project Kick-off Meeting	NTT DATA/DVH																																			
	Performance Weekly Meetings	NTT DATA/DVH																																			
	Project Update Bi-Weekly Reports	NTT DATA/DVH																																			
	Issue Log	NTT DATA/DVH																																			
	Risk Management Plan	NTT DATA/DVH																																			
	Change Management Process	NTT DATA/DVH																																			
	<b>Requirements Validation</b>																																				
	Walk through requirements and work processes	NTT DATA/DVH																																			
	Demo of software highlighting requirements addressed	NTT DATA																																			
	Data conversion/import specifications	NTT DATA																																			
	Interface Specifications	NTT DATA/DVH																																			
	Security	NTT DATA																																			
<b>C</b>	<b>Implementation</b>																																				
	Configuration/Construction																																				
	Review data collection	NTT DATA/DVH																																			
	Complete configurations/master tables	NTT DATA/DVH																																			
	Report describing any custom work to be done	NTT DATA/DVH																																			
	Provide data dictionary	NTT DATA																																			
	Data Migration																																				
	Migrate/Import data into system	NTT DATA																																			
	Interfaces - set up, configure and test	NTT Data/3rd Party																																			
	RxConnect	NTT Data/3rd Party																																			
	SureQuest	NTT Data/3rd Party																																			
	VetraSpec	NTT Data/3rd Party																																			
	Vista	NTT Data/3rd Party																																			
	eResults/Laboratories	NTT Data/3rd Party																																			
	Microsoft Dynamics Retail	NTT Data/3rd Party																																			
	Dexis	NTT Data/3rd Party																																			
	Testing																																				
	Provide Testing environment	NTT DATA																																			
	Test Results Document	NTT DATA/DVH																																			
	Testing scenarios	NTT DATA																																			
	Maintain issue logging method	NTT DATA/DVH																																			
	Rectify issues	NTT DATA																																			
	Document system performance during testing	NTT DATA/DVH																																			
	Training/Go-Live																																				
	Train-the-Trainer Week 1 - Security	NTT DATA																																			
	Train-the-Trainer Week 1 - Acctg - Master Tables	NTT DATA																																			
	Train-the-Trainer Week 2 - Acctg - Day-to-day	NTT DATA																																			
	Train-the-Trainer Week 3 - Acctg - Billing/Month-end	NTT DATA																																			
	Train-the-Trainer Week 1 - Clin - Master Tables	NTT DATA																																			
	Train-the-Trainer Week 2 - Clin - MDS/CP/IN/QA	NTT DATA																																			
	Train-the-Trainer Week 3 - Clin - UDA/eDocs/eAssign	NTT DATA																																			
	Train-the-Trainer Week 4 - Clin - PO/eChart	NTT DATA																																			
	Train-the-Trainer Week 5 - Clin - POC/ePrescribe/eResults	NTT DATA																																			
	Train-the-Trainer Week 1 - Insight Dashboard	TBD																																			
	Train-the-Trainer Week 1 - Marketing/Scheduling	TBD																																			
	Phase #1 End User Week 1 - Clin - MDS	NTT DATA/DVH																																			
	Phase #2 End User Week 1 - AR - Day-to-day	NTT DATA/DVH																																			
	Phase #2 End User Week 2 - AR - Billing/Month-End	NTT DATA/DVH																																			
	Phase #2 End User Week 1 - Clin - CP/IN/QA	NTT DATA/DVH																																			
	Phase #2 End User Week 2 - Clin - UDA/eDocs/eAssign	NTT DATA/DVH																																			
	Phase #2 End User Week 3 - Clin - PO/eChart	NTT DATA/DVH																																			
	Phase #2 End User Week 4 - Clin - POC	NTT DATA/DVH																																			
	Phase #3 End User Week 1 - Clin - ePrescribe/eResults	NTT DATA/DVH																																			

## DELIVERABLES AND DUE DATES

These are preliminarily covered in Understanding Project Requirements, **Proposed Development Approach and Preliminary Project Work Plan**, along with the products listed in the Cost Proposal and details in Addendum D. Detailed project planning to commence upon contracting, as prescribed in the **Project Planning and Management** section of the RFP.

### Attachment 3

## PLEASE NOTE SUGGESTED CHANGE TO SECTION 7.2

Department of Health & Human Services



### BUSINESS ASSOCIATE AGREEMENT

**THIS BUSINESS ASSOCIATE AGREEMENT** is made and entered into this \_\_\_ day of \_\_\_ Month, \_\_\_ Year by and between the Nebraska Department of Health and Human Services also hereinafter referred to as "Covered Entity" and **Name of Business Associate Here**, hereinafter also referred to as "Business Associate".

#### Preamble

THIS BUSINESS ASSOCIATE AGREEMENT ("Agreement") constitutes a non-exclusive agreement between Covered Entity, and the Business Associate named above. The purpose of this Agreement is to authorize the Business Associate to use and disclose to specifically identified entities Protected Health Information as more fully described in this Agreement and in the attached Scope-of-Work.

The Covered Entity and Business Associate, have entered into this Agreement to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Final Privacy and Security Rule requirements for such an agreement.

The Covered Entity and Business Associate intend to protect and provide for the security of Protected Health Information disclosed to a Business Associate pursuant to the contract in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

This Agreement also defines our duty to protect the confidentiality and integrity of Protected Health Information as required by the HIPAA regulations, Covered Entity policy, professional ethics, and accreditation requirements. Parties executing this Agreement understand that they mutually agree to comply with the provisions of the regulations implementing HIPAA.

The Covered Entity and the Business Associate may be parties to existing contracts that involve duties and obligations regulated by HIPAA and may enter into other such contracts in the future. This Agreement is intended to amend all such existing contracts and to be incorporated into all such future contracts between the parties.

The purpose of the Scope-of-Work Attachment is to identify specific requirements in such contracts for the safeguarding of Protected Health information and to identify any procedures necessary to the work performed on behalf of the Covered Entity by the Business Associate that is unique to its operation involving the use and disclosure of Protected Health Information.



**This Agreement will have, at a minimum, the following attachments:**

- Scope-of-Work Attachment;

**This Agreement may include the following attachments:**

- If this Agreement involves the use of Electronic Transactions regulated by HIPAA, 45 CFR Parts 160 and 162, then a Trading Partner Attachment must be included to facilitate the provision of billing, processing, collecting, modifying or transferring of Protected Health Information in agreed formats and to assure that such uses and disclosures comply with relevant laws, regulations and standards.
  - Other attachments as appropriate and mutually agreed between the parties.
- 

**NOW THEREFORE, the parties intending to be legally bound agree to the following General Conditions:**

**I. Definitions** As used in this Agreement the terms below shall have the following meanings: The following terms used in this Agreement shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1. **Business Associate:** Business Associate shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party in this Agreement, shall mean [Insert Name of Business Associate].
2. **Covered Entity:** Covered Entity shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean DHHS.
3. **HIPAA Rules:** HIPAA Rule shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

**II Performance**

1. The specific work that is performed by the Business Associate on behalf of the Covered Entity involving the minimum necessary use and disclosure of Protected Health Information for the performance of this Agreement is presented in the attached "Scope-of-Work".
2. The Scope-of-Work identifies, defines and delineates the Covered Entity and Business Associate's contracted performance responsibilities in this Agreement, existing contracts or any future contract that involves the Business Associate's use and disclosure of Protected Health Information (as identified within existing or future contracts) while performing a function on behalf of the Covered Entity.
3. The specific functions of performance and the authorized individuals or subcontractors is presumed to be identified within this Agreement, existing contracts or any future contract.

Existing or future associated contract deliverables are considered unique and applicable to this Agreement's performance.

4. Based upon the written assurances specified in Section IV of this Agreement, the performance of work under this Agreement, existing and future contracts is considered to be in compliance with the HIPAA regulations regarding use, disclosure and safeguarding of the Protected Health Information involved in the performance of work in this Agreement and any associated contracts.

### III. Notices.

1. Written notices to the Covered Entity concerning performance of this Agreement, or amendments shall be sent through U.S. Postal Service, First Class Mail, pre-paid, to the attention of:
  - 1.1 Contact: **Name of Contact Here**
2. Written notices to the Business Associate concerning performance of this Agreement, or amendments shall be sent through U.S. Postal Service, First Class Mail, pre-paid, to the attention of:
  - 2.1 Contact: **Name of Contact Here**
3. When either party changes the contact or the contact's address, they shall give the other party written notice of the change.
4. Notices shall be deemed received within three days after the date of mailing.

### IV. HITECH Act

#### Business Associate – HITECH Section 13408

The HITECH Act requires that each entity that provides data transmission of protected health information to a covered entity and requires access on a routine basis shall be treated as a business associate and required to have a written contract.

#### Security Rule Duties HITECH Section 13401(a)

The HITECH Act requires that a business associate of a covered entity is required to comply with the HIPAA Security Rules including policies and procedures. If the business associate violates any of the Security Rules, the business associate may be subject to the HIPAA civil and criminal penalties.

#### Privacy Rules Duties HITECH Section 13404(a)

The HITECH Act requires that business associates use or disclose protected health information only if such use or disclosure is consistent with the terms of the business associate agreement between the entity and the business associate. If a business associate violates a Business Associate Agreement with respect to the new privacy requirement, the business associate may be subject to the same HIPAA civil and criminal penalties previously only applicable to covered entities.

#### Cure a Breach HITECH Section 13404(b)

The HITECH Act requires that a business associate take reasonable steps to cure breach of, or terminate, a business associate agreement if it becomes aware of a pattern of activity or practice

by a covered entity the violates the agreement. The business associate may be liable for civil and or criminal penalties under HIPAA.

Breaches Treated as Discovered HITECH Section 13402(c)

A breach shall be treated as discovered by a covered entity or by a business associate as of the first day on which the breach is known.

Notification in the Case of a Breach HITECH Section 13402

A covered entity that accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses unsecured protected health information (as defined in subsection (h) (1)) shall, in the case of a breach of such information that is discovered by the covered entity, notify each individual whose unsecured protected health information has been, or is reasonably believed by the covered entity to have been, accessed, acquired, or disclosed as a result of such breach. Notifications shall be made no later than 60 days after the discovery of a breach. 13402(b) a business associate of a covered entity that accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses unsecured protected health information shall, following the discovery of a breach of such information, notify to the covered entity of such breach.

Civil and Criminal Penalties Tiers of Penalties

The HITECH Act specifies that business associates will be subject to the same civil and criminal penalties previously only imposed on covered entities. As amended by the HITECH Act, civil penalties range from \$100 to \$50,000 per violation, with caps of \$1,500,000 for all violations of a single requirement in a calendar year. The amount of the civil penalty imposed will vary depending on whether the violation was not knowing, due to reasonable cause, or due to willful neglect. Criminal penalties include fines up to \$50,000 and imprisonment for up to one year. In some instances, fines are mandatory.

**V. Special Provisions to General Conditions:**

**1. Assurance of the Confidential Use and Disclosure of Protected Health Information.**

- 1.1 Use of Protected Health Information. Business Associate shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law. Business Associate may use Protected Health Information for the purposes of managing its internal business processes relating to its functions and performance under this Agreement.
- 1.2 Business Associate shall use appropriate safeguards to prevent unauthorized use or disclosure of Protected Health Information, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of Protected Health Information other than as provided for by the Agreement. Failure to comply could result in civil and criminal penalties.
- 1.3 To the extent the Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

**2. Permitted Uses and Disclosures**

- 2.1 Covered Entity authorizes the use and disclosure of Protected Health Information by the Business Associate as follows:
  - 2.1.1 To identified individuals and entities: Business Associate's employees, agents and subcontractors associated with the performance of this specific Agreement and other existing or future contracts involving the use and disclosure of Protected Health Information that are deemed minimally necessary to perform the work as identified in the attached Scope-of-Work; and,
  - 2.1.2 For the purposes of: Business Associate's performance of work on behalf of the Covered Entity as specified in this Agreement and any existing or future contracts of this Agreement's attached Scope-of-Work.
- 2.2 Disclosure to Third Parties. Business Associate shall ensure that any of its agents and subcontractors that, create, receive, maintain, or transmit Protected Health Information received from Covered Entity (or created by or received from the Business Associate on behalf of Covered Entity) agree in writing to the same restrictions, and conditions relating to the, confidentiality, care, custody, and minimum use of Protected Health Information that apply to Business Associate in this Agreement by providing satisfactory assurances in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2).
- 2.3 Disclosure to the Workforce. Business Associate shall not disclose Protected Health Information to any member of its workforce except to those persons who have been authorized access to this information.
- 2.4 Disclosure and Confidentiality. Business Associate may maintain a confidentiality agreement with the individuals of its workforce, who have access to Protected Health Information. This confidentiality agreement should be substantially similar to the sample Authorized Workforce Confidentiality Agreement included as Exhibit "A" to this Agreement.
- 2.5 Minimum Necessary Standard. Pursuant to 45 CFR §164.502(b); §164.514(d): The Business Associate shall make reasonable efforts to limit the use and disclosure of Protected Health Information to the minimum necessary to accomplish the intended purpose of the use or disclosure. The Business Associate must limit access to those persons within its workforce, agents or subcontractors who are authorized and need the information in order to carry out their duties, and provide access only to the category of information that is required.
- 2.6 The Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).
- 2.7 The Business Associate shall obtain reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

2.8 A violation of this Agreement may result in civil and criminal penalties to the Business Associate.

**3. Assurance of Reasonable Safeguards of Protected Health Information.**

3.1 Safeguards. Business Associate shall implement and maintain appropriate administrative, physical and technical safeguards to prevent access to and the use and disclosure of Protected Health Information, other than as provided for in this Agreement. The Business Associate agrees to assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement and maintain reasonable security measures.

**4. Assurance of Accounting for Disclosures of Protected Health Information.**

4.1 Accounting for Protected Health Information Disclosures. Business Associate shall maintain an accounting of disclosures of Protected Health Information as required by the HIPAA regulations.

4.2 Disclosure to the U.S. Department of Health and Human Services (USDHHS). Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from Covered Entity (or created or received by Business Associate on behalf of Covered Entity) available to the Secretary of USDHHS or its designee for purposes of determining Covered Entity's compliance with HIPAA and with the Privacy and Security regulations. Business Associate shall provide Covered Entity with copies of any information it has made available to USDHHS under this section of this Agreement.

**5. Assurance for the Reporting and Remediation of Known Unauthorized Use and Disclosure of Protected Health Information.**

5.1 Reporting of unauthorized use, disclosures, or breach and remediation of risk conditions. Business Associate shall report to Covered Entity within fifteen (15) days from when it becomes aware of, any unauthorized use or disclosure of Protected Health Information made in violation of this Agreement or the HIPAA regulations, including any security incident that may put electronic Protected Health Information at risk. Business Associate shall, as instructed by Covered Entity, take immediate steps to mitigate any harmful effect of such unauthorized disclosure of Protected Health Information pursuant to the conditions of this Agreement through the preparation and completion of a written Corrective Action Plan subject to the review and approval by the Covered Entity. The Business Associate shall report any breach to the individuals affected and to the Secretary of USDHHS as required by the HIPAA regulations.

**6. Assurance of Access and Amendments to Protected Health Information.**

6.1 Right of Access. Business Associate shall make an individual's Protected Health Information available to the Covered Entity, an individual, or an individual's designee within fifteen (15) days of notice under this Agreement.

6.2 Right of Amendment. Business Associate shall make an individual's Protected Health Information available to the Covered Entity for amendment and correction within fifteen (15) days of notice under this Agreement, and shall incorporate any

amendments or corrections to Protected Health Information within fifteen (15) days of notice under this Agreement that such amendments or corrections are approved.

## 7. Termination and Duties Upon Termination.

7.1 Termination. Covered Entity may immediately terminate this Agreement and any and all associated Agreements identified in the Scope of Work if Covered Entity determines that the Business Associate has violated a material term of a performance condition of this Agreement.

7.2 ~~Covered Entity, at its sole discretion, may choose to issue a plan of correction to the Business Associate to set the conditions for remediation of any material breach of performance in an effort to mitigate the cause for breach or consequent termination. The plan of correction issued by the Covered Entity under this subsection shall supercede the provisions of any Corrective Action Plan prepared by the Business Associate that are in conflict.~~

**Delete in its entirety. Upon the occurrence of any unauthorized use or disclosure of PHI, Section 5.1 requires a Corrective Action Plan that is subject to the State's review and approval. NTT DATA believes it unnecessary to allow the State also to prepare a corrective action plan of its own with priority over the plan prepared by NTT DATA and approved by the State.**

7.3 This Agreement may be terminated by either party with not less than fifteen (15) days prior written notice to the other party, which notice shall specify the effective date of the termination; provided whenever a notice provision for termination in any associated Agreement identified in the Scope of Work specifies a longer notice period for termination, the longer period shall apply; provided further that any termination of this Agreement shall not affect the respective obligations or rights of the parties arising under any existing contracts or otherwise under this Agreement before the effective date of termination.

7.4 Within thirty (30) days of expiration or termination of this Agreement, or as agreed, unless Business Associate requests and Covered Entity authorizes a longer period of time, Business Associate shall return or at the written direction of the Covered Entity destroy all Protected Health Information received from Covered Entity (or created or received by Business Associate on behalf of Covered Entity) that Business Associate still maintains in any form and retain no copies of such Protected Health Information. Business Associate shall provide a written certification to the Covered Entity that all such Protected Health Information has been returned or destroyed (if so instructed), whichever is deemed appropriate. If such return or destruction is determined by the Covered Entity to be infeasible, Business Associate shall use such Protected Health Information only for purposes that makes such return or destruction infeasible and the provisions of this Agreement shall survive with respect to such Protected Health Information.

7.5 Upon termination of this agreement for cause of violation of the performance conditions of this Agreement, or the HIPAA Privacy Rule standards for use and disclosure, all associated existing contracts as identified or referred to in the Scope

of Work Attachment are deemed terminated, except as provided in 45 CFR 164.504(e)(1)(ii)(B).

- 7.6 The obligations of the Business Associate under this Section shall survive the termination of this Agreement.

## **8. Amendment.**

- 8.1 Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information required by the HIPAA regulations, or the publication of any decision of a court of the United States or of the State of Nebraska relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Covered Entity may provide written notice to the Business Associate to amend this Agreement in such a manner as Covered Entity determines necessary to comply with such law or regulation. If Business Associate disagrees with any such amendment, it shall so notify Covered Entity in writing within fifteen (15) days of Covered Entity's notice. If the parties are unable to agree on an amendment within fifteen (15) days thereafter, either of them may terminate this Agreement by reasonable written notice to the other.

## **9. Term of the Agreement.**

- 9.1 The date of this Agreement is \_\_\_\_\_, upon the signature of both parties, and continue for the longest applicable period, as follows:

- 9.1.1 If this Agreement is attached to any existing contract through an amendment process, then the term of the Agreement shall coincide with the term of the existing contract.
- 9.1.2 If this Agreement is attached to and incorporated into any renegotiated existing contract, or new contract as identified within the Scope-of-Work Attachment to this Agreement, then the term of the Agreement shall coincide with the term of the renewed contract or the new contract.
- 9.1.3 If this Agreement is not attached to or incorporated into any other contract between the Covered Entity and the Business Associate, then the term of the Agreement shall be from the commencement date for a period of five (5) years.

## **10. Hold Harmless.**

- 10.1 Business Associate agrees to hold the Covered Entity harmless for all loss or damage sustained by any person as a direct result of the negligent or willful acts by the Business Associate, its employees or agents in the performance of this Agreement, including all associated costs of defending any action.

**11. Execution.**

EACH PARTY has caused this Agreement to be properly executed on its behalf as of the date signed.

**For: DHHS Covered Entity**

**For: Contractor/ Business Associate**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_





**HIPAA/HITECH Business Associate Agreement  
SCOPE-OF-WORK ATTACHMENT**

THIS Scope-of-Work ATTACHMENT supplements and is incorporated into, and considered part of the Business Associate Agreement (herein referred to as "Agreement") by and between the Nebraska Department of Health and Human Services consisting of the agencies of Division of Public Health, Division of Behavioral Health, Division of Children and Family Services, Division of Medicaid & Long Term Care, Division of Developmental Disabilities, Division of Veteran's Homes and represented herein collectively or singularly as the "Department of Health and Human Services" (DHHS also hereinafter referred to as "Covered Entity"), and **Name and address of Business here**, (hereinafter also referred to as "Business Associate").

**I. GENERAL CONDITIONS**

1. Covered Entity agrees to provide the following:

1.1 Covered Entity will provide technical assistance directly to assist Business Associate with the use of any electronic formats for the transmission of Protected Health Information, such as magnetic tape. Covered Entity will provide advance notice whenever possible before making changes to the format or to the codes used in information processing.

2. Business Associate agrees to the following:

2.1 The Business Associate must adhere to all relevant confidentiality and privacy laws, regulations, and contractual provisions as provided within the Agreement.

2.2 The Business Associate shall have in place reasonable administrative, technical, and physical safeguards to ensure security and confidentiality of Protected Health Information.

2.3 A Corrective Action Plan (CAP) will be developed by the Business Associate to address and remediate any condition of contractual non-performance.

**II. SPECIAL PROVISIONS TO GENERAL CONDITIONS**

**This Scope-of-Work Attachment amends any contract between the parties listed in this attachment and all other existing contracts between the parties that involve the performance of work on behalf of the Covered Entity and that involve the processing, handling, use or disclosure of Protected Health Information. This Scope-of-Work Attachment shall also incorporate the provisions of the Agreement and this Attachment into all renewals of such existing contracts and into all new contracts between the parties that involve performance of work on behalf of the Covered Entity and that involve the processing, handling, use or disclosure of Protected Health Information.**

[Specifics to be included in this Scope of Work Attachment are:]

- **Scope of Work description.**
- **Contract Number, if available.**
  
- Specific information required if this Scope of Work applies to the Agreement as a distinct standalone instrument. This information identifies:
  1. The Protected Health Information to be used or disclosed during the term of this Agreement;
  2. The authorized individuals or entities that are associated with the performance of this Agreement;
  3. The permitted uses and disclosures of Protected Health Information allowed during the term of this Agreement.
  4. The description of the administrative, physical and technical security safeguards used to prevent use or disclosure of the Protected Health Information other than as provided for during the term of this Agreement.

# **ADDENDA**

**NTT DATA**  
Global IT Innovator



## We Put the “Long Term” in LTPAC Software

NTT DATA  
**NetSolutions**™

Financial, Clinical, and Communication Software for  
Long-Term and Post-Acute Care

## Our Company

NTT DATA Long Term Care Solutions, Inc. is a pioneering software company, focused on the future. We are continuing on the path we started in 1969, providing Long-Term and Post-Acute Care providers with superior software and support.

We are part of NTT DATA, a global IT company. As the 6th largest IT services provider worldwide, we have the expertise, technology, and resources to give you a competitive advantage in the world of Electronic Health Records (EHR).

When you choose NTT DATA for your LTC software and services, you gain a partner who visualizes and realizes innovation. We base our decisions on foresight of future needs and a deep understanding of our customers.

NTT DATA works with professional organizations and corporations such as those shown below to support Long-Term and Post-Acute Care providers.

## Software that's Smart, Hard Working, and Good Looking

Our NetSolutions software was built on the Microsoft .NET platform. It leverages Web-based technology to give you high performance on demand through user-friendly browser pages.

Each browser page contains as much data as possible — instead of clicking to another page, simply scroll down. Open another application with a click.

Our single database technology shares data seamlessly among applications and maintains data for multiple facilities in one SQL database.

## Hosting with Private Cloud Services

NTT DATA customers have a choice of hosting their own systems, or choosing our state-of-the-art private cloud services that include the NTT DATA world-class data center, private cloud, and excellent IT services for a flat monthly subscription fee.

NTT DATA Private Cloud Services offer providers savings as well as superior software, support, stability, scalability, and security.

## Committed to the Future

NTT DATA Long Term Care Solutions, Inc. has an enviable record of meeting deadlines for regulatory changes including for MDS 3.0, HIPAA 5010 claims standard, and ICD-10 codes (released in March 2014).

Our Product Roadmap includes modifications to comply with regulatory requirements and to continually enhance our tools for billing, financial management, Electronic Medical Records, and the national system of Electronic Health Records (EHR).

NetSolutions has been certified as EHR Technology for Long-Term and Post-Acute Care by CCHIT®.



It meets the current EHR

criteria for Long

Term and Post Acute Care (LTPAC) set in 2011. It is additionally certified for Skilled Nursing Facilities.

Why did NTT DATA choose to commit the resources required to fully certify its product? To give LTPAC providers objective confirmation that our software is a superior choice for LTPAC providers today and that it is as prepared as possible for future EHR requirements.

NetSolutions met criteria set out in a 45-page list of required functions organized into 31 categories including Medication Prescribing and Ordering, Diagnostic Tests Ordering, Results, Immunization Management, Health Record Output, Inter-Provider Communication, Confidentiality, and Security.



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## It all starts with the resident...

### ADT - Admit Discharge Transfer

See your residents' five "Ws" – who, what, where, when, and why – on one page – the ADT Snapshot. It shows summaries of census, reimbursement, clinical, and contact data with the ability to drill down to details. Think of it as an electronic facesheet (below).

### EHR - Continuity of Care Docs

ADT can package resident information that you select into a single file you can share electronically with other healthcare providers. The file can be saved as a pdf or in the standard format for Continuity of Care Documents (CCD).

### Tracks billing and census data

From the ADT Snapshot you can track and edit transfers, holds, discharges, and changes of location and care level.

Ad Hoc Reporting combines data from MDS 3.0, ADT, and User-Defined Assessments to give you unlimited report options, such as residents in station two, who are patients of Dr. Smith, and use a hearing aid.

### Capture prospects' data

Be prepared for new residents by gathering information from the first contact, including medications and results of assessments such as level-of-care and ADL needs. Track prospects with a waitlist feature.

### Diagnoses and ICD-10

NetSolutions supports your smooth transition from ICD-9 to ICD-10 with features such as the ability to see both codes for a diagnosis on one screen. You can set and maintain separate clinical and billing sequence diagnoses rankings.

## Key Features for ADT

- » Centralizes and shares resident registration and census data for system-wide use, including billing and MDS 3.0
- » Gives access to all resident data from one smart page – the ADT Snapshot
- » Guides registration process with a logical data entry flow that shows missing information at a glance
- » Records residents' consent to share protected health information
- » Documents statements made by residents and their family members
- » Displays records for one, some, or all facilities in a chain according to security level
- » Collects data on residents' advance directives and Medicare Part D plans
- » Alerts you in time to prevent duplicate resident entry
- » Offers a veteran status page
- » Calculates private portion
- » Generates many reports such as daily activity, clinician visits, residents by location, by diagnosis, and by birthday
- » Creates a Continuing Care Document for Electronic Health Records

### Common tasks are uncommonly easy with Snapshots

The screenshot displays the ADT Snapshot interface for a resident named Abbott, Julie J. The interface is organized into several sections:

- Header:** Shows facility name (FC10), system (ABBOTT), and user (REPORTS).
- Resident Information:** Includes current location (1234 D), health record # (1165), account # (10399), date of birth (01/23/1950), and gender (Female).
- Admission/Discharge:** Shows admission date (02/19/2008) and discharge date (02/19/2008).
- REIMBURSEMENT INFORMATION:** A table listing various insurance types and their effective dates.
 

PLAN	PAYOR	TYPE	START DATE	END DATE
MEDICARE 2 PPS	Medicare	Medicare	02/20/2008	
MCR 2 HD P2V 10/01/05	Medicare B	Medicare	02/19/2008	
MEDICARE B	Medicare B	Medicare	02/19/2008	
PRIVATE PAY	LABORATOR	LABORATOR	02/20/2008	
- CLINICAL INFORMATION:** Lists diagnoses with ICD-9, ICD-10, DR, BILL, and CLINICAL TYPE codes.
 

DIAGNOSIS	ICD-9	ICD-10	DR	BILL	CLINICAL TYPE
2 problems involving nervous and musculoskeletal sys	781.2	P-0	1	4	
Aftercare following joint replacement, use add-on	V54.01	P-B	2	3	
Organ or tissue replaced by other means, hip	V45.04	P-B	3	3	
Other mechanical complication of prosthetic joint	996.47	P-B	4	4	
Essential hypertension, unspecified	511.0	B	2	1	
- PHYSICIAN INFORMATION:** A table listing physician names, categories, ranks, allergies, and reactions.
 

PHYSICIAN NAME	CATEGORY	RANK	ALLERGY	REACTION
Mejler, Kim	Attending		ANESTHESIA	
Puller, Rosano	Referring	1		
- CONTACT INFORMATION:** Includes advance directives (DNR, living will) and additional information (Diagnoses, comments go here).
- Footer:** Shows veteran status (0397 Time Veteran: Yes) and personal identifier (Personal Identifier: Yes).

This ADT Snapshot is one of three Snapshots – ADT, Clinical, and Financial – that give you summaries and the ability to drill down to details. It puts information at your fingertips on census, reimbursement, clinical status including diagnoses, contacts, and facility-defined data. Simply scroll through the page, opening topics for commonly-needed information and moving to tasks such as assessments, billing, and receipts.



## Accounts Receivable & Billing

Rules-based resident account management system for revenue cycle management

NetSolutions AR-Billing offers tools to manage each step of the full revenue cycle: Pre-Registration, Registration, Review/Case Management, Encounter Utilization Review, Charge Capture and Coding, Claim Submission, Third-Party Follow up, Remittance Processing and Rejections, Payment Posting, Appeals, and Collections.

As a rules-based system, AR-Billing generates claims automatically and accurately by following the rules you set up in profiles for each resident and each payor. It checks claims against the rules and alerts you to exceptions.

### Electronic Data Interchange

This feature pulls out and clearly displays important data contained in responses to your electronic messages on eligibility (270/271), claims submission (837), claim receipt

acknowledgement (277CA, part of 837), and payment (835). The 270/271 interface is a separate purchase.

### One-Touch Billing

Add a whole new level of convenience with One-Touch Billing. It uses lists of residents you set up in master files with criteria such as time period, payor, and bill spec. To bill, all you do is select a list, review its contents, identify any claims to be held or omitted, and hit Process. You can edit held claims while One-Touch Billing:

- » Calculates charges
- » Generates bills and bill data
- » Creates paper and electronic output
- » Generates the Billing Report and a Summary Electronic Report
- » E-mails when processing complete

### Everyday efficiency

The Financial Snapshot page displays multiple summaries and offers the ability to drill down for details on reimbursement, payer/plan balances, funds, and guarantor (sample below).

continued on page 6

## Key Features for Billing & Accounts Receivable

- » Keeps bill formats current with requirements of CMS, states, and intermediaries
- » Supports Medicare Part B Therapy Cap, G-codes, and MPPR rules
- » Maintains separate clinical and billing diagnoses rankings
- » Makes retroactive changes that reverse charges and update prior-period reports
- » Coordinates benefits among multiple payers, pro-rating charges and creating claims
- » Automates Medicare rules such as No-Pay Bill process
- » Creates electronic bills for multiple payor types with same bill spec in same batch
- » Supports different fee schedules for different payors
- » Offers flexible billing cycles
- » Interfaces with third-party systems, including barcode, to import resident charges
- » Bills for LTPAC in all settings: SNF, Assisted Living, Outpatient, and CCRC
- » Offers many options for processing that have been suggested by our clients
- » Electronic Data Interchange reporting in readable formats for eligibility (270/271), claims submission (837), claim receipt acknowledgement (277CA), and payment (835)

### Financial Snapshot

The screenshot displays the 'Financial Snapshot' interface for a resident. It includes several data sections:

- RESIDENT INFORMATION:**

FROM DATE	THRU DATE	LOCATION	BED TYPE	STATUS	LEVEL OF CARE	HOLD TYPE	WU/PL
01/16/2012	01/08/2012	123440	B	H	301 MCD (LEVEL 1)	HOLDPAC	13771
02/16/2011	01/08/2012	123480	B	H	301 MCD (LEVEL 1)	HOLDPAC	13771
02/17/2010	02/15/2011	123480	B	H	301 MCD (LEVEL 1)	HOLDPAC	13771
06/23/2009	02/16/2010	123290	B	H	290 MCD (Sk)	HOLDPAC	13771
04/14/2009	06/22/2009	123280	B	H	290 MCD (Sk)	HOLDPAC	13771
- REIMBURSEMENT INFORMATION:**

PLAN	TYPE	START DATE	END DATE	RATE	DAVELED	AS OF
MEDICARE A PPS	Medicare	02/20/2008	468.53	32		1/31/2008
MCR & NO PFI 10/01/08	Medicare	02/19/2008	0.00			4/31/2008
MEDICARE B	Medicare	02/19/2008	0.00			1/31/2008
PRIVATE P1	Guarantor	02/20/2008	0.00			1/31/2008
- ACCOUNT PAYOR/PLAN BALANCES as of 2/29/2010:**

PLAN	PAYOR	BALANCE	DEFERRED	ASSIGNMENTS	OUTSTANDING
MEDICARE A PPS	Medicare A PPS	3122.83	1870.50	0.00	1073.83
PRIVATE P1	MOBILE JO	0.00	1235.00	3.00	2235.00
- RESIDENT FUNDS:**

FUND	FUNDID	BEL BALANCE	SUPPATED	WITHDRAWALS	BALANCE
Bunil fund		0.00	0.00	0.00	200.00
Fruit fund	1/1/2008	950.00		0.00	799.00

With this Financial Snapshot you can view summaries of census, reimbursement data, payors/plan balances, resident funds, guarantor, and contacts. Click on an underlined amount for a history and descriptions.



continued from previous page

## Accounts Receivable & Billing

### Collections Central

A Collections page gives you one spot to monitor and manage collection activities. It offers global tracking of collection activities across multiple residents for the same payer. You can also track a single resident's collection activities across all of his/her payers.

Letters are easier with templates including variable fields that can be completed automatically.

With NetSolutions eDocuments you can attach both claims and statements so that the billing office can quickly open and review the claim/statement that was sent to the resident or resident family member.

An unlimited number of reports are possible, such as all outstanding accounts for all residents for a specified payor. Another shows collection activity for one resident across all that resident's payors. Report filters can pinpoint data by number of days outstanding, days without payment, and balances.

### Reports help improve revenue cycle process

NetSolutions AR-Billing software offers you 100+ reports on demand for business information, including:

- » Routine Care Reconciliation: Room/board charge activity summarized by gross and reimbursement rates by payor
- » Ancillary Orders
- » Retro Adjustments
- » Billing Recap: Room and ancillary charges, advanced billing, receipts, and billable days by payor
- » A/R Reconciliation
- » A/R Ledger, Resident Ledger
- » A/R Activity Extract
- » Medicare / Commercial Insurance Logs
- » Aging by Month: Account balances by payor and category

## Funds

### Streamlined tracking of your residents' trust funds

NetSolutions Funds offers an efficient way to provide a trust fund service to your residents. It simplifies the process of setting up and tracking residents' incoming and outgoing funds by automating:

- » Interest allocation
- » Bank reconciliation
- » Petty cash
- » Bank charges distribution
- » IRS 1099-INT forms

### Statements for residents

Present your residents with statements showing the current standing of their account, with details as of the last reconciliation and the current balance.

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## Key Features for Funds

- » Offers deposit and withdrawal batch processing
- » Accepts split receipts from NetSolutions AR-Billing
- » Supports multiple accounts per resident
- » Prepares separate statements for type of fund, for one or all residents, and by time period
- » Offers option to print receipt when Cash Receipts are entered
- » Prepares 1099-INT forms, paper and electronic
- » Prepares history, interest, reconciliation, and transactions reports

## Financial Management

### GL, AP, and Payroll software

#### General Ledger

Provides control of financial record keeping, reporting, analysis, projections, and budgeting. Offers per-patient-day statistics, user-friendly budgeting features, and tools for multi-facility organizations.

Build your budget in pages that look like spreadsheets. Export a budget to Excel and save it on your hard drive.

GL's powerful inquiry tools drill down to all entries by fiscal period, transactions, and journal entries with actual and budget data. See your current cash position by bank account with the Bank Account Inquiry feature that combines deposits from AR, AP checks, net payables from your Payroll system, and miscellaneous cash or bank transfers.

NetSolutions GL offers a full range of standard reports and a robust report writer for custom reporting.

#### Accounts Payable

An automated method for maintaining vendor information, tracking discount terms, processing invoices, writing checks, and monitoring cash requirements. Offers centralized processing for multiple facilities.

AP offers powerful inquiry tools to drill down to details of vendors and invoices with a click. For example you can view all or selected invoices by vendor in one window that includes PO number, due date, net and gross amounts, plus status.

#### Payroll

This software is rich in features and functions to maintain employee information and streamline the payroll process. It is a windows-based product, designed for LT-PAC providers.

## Resident Assessment

### Tools for Mastering MDS 3.0

Our MDS 3.0 software is designed to give you maximum assistance in completing assessments.

Updated for the most recent regulations, it supports Distinct Calendar Days and co-treatment minutes, as well as scheduling of Change-of-Therapy and End-of-Therapy-Resumption assessments.

You'll organize your work with the Summary page, a clutter-free spot for links and information to get to work and stay on track (sample below).

### When Surveyors Arrive

CMS-672/802 forms are completed for you automatically using MDS 3.0 responses. View the full form in one page. Drill down to view the residents' MDS responses that triggered items and update them.

### CAA Documentation

NetSolutions for MDS 3.0 gives you online tools to work the Care Area

Assessments (CAA) following the 9-step process in the RAI Manual with full documentation including notes added to the EMR. Attach images and scanned files to CAA notes with NetSolutions eDocuments.

### Smart Connections

While completing an MDS 3.0, click a link to import and review:

- » ADLs from NetSolutions Point of Care and CareTracker
- » Therapy minutes and days from Therapute and Rehab Optima
- » Responses from head-to-toe assessment in NetSolutions UDA
- » Flu and Pneumococcal vaccine data from the Immunization Record

Diagnoses, demographics, and more automatically populate assessments.

NetSolutions' one-step interface sends MDS data to analysis specialists such as PointRight, eHDS, and MDS Director. These vendors review MDS files before submission. Interface options are offered separately.

## MDS 3.0 Key Features

- » Meets state-specific requirements
- » Displays previous responses while completing an MDS
- » Includes optional user-friendly preferences such as navigation by Tab and Enter keys, hiding skipped items, and calculating subtotals
- » Imports data from NetSolutions Point of Care and User-Defined Assessments
- » Excludes non-Medicare PPS assessments from export batch
- » Completes CMS-672/802 forms with drill down to residents who triggered
- » Shares MDS data for billing and care plans
- » Connects to MDS analysis specialists such as eHDS, PointRight, MDS Director
- » Generates Due Dates report
- » Shows completion status at a glance
- » Links to related RAI Manual sections from the assessment
- » Accesses CAA worksheets
- » Supports more than one person working on an assessment at the same time
- » Secures each MDS section by individual and by groups
- » Generates an unlimited number of reports useful for surveys and QA, such as all residents who had a fall and who take hypnotic drugs

### Information Central for MDS 3.0 Assessments

Full information on a resident's MDS 3.0 assessments is in this summary page that shows dates, data, and status for recent assessments. Need an earlier one? Just click. Select an assessment and the full assessment will display.

From this one page you can add a new assessment, create an EDS file, open the related RAI manual section, and run an audit. Take next steps with the links to external analysis sites and useful reports at the bottom of the page.

## Care Plan

Superior system for managing the care planning process

NetSolutions Care Plan gives you a seamless path from the MDS 3.0 to working the Care Area Assessments (CAA), to preparing the care plan.

You begin a care plan by selecting from an online list of Suggested Problems triggered by MDS responses,

From that page you also can:

- » link to external protocols and guidelines
- » resolve one or all problems
- » document the care plan meeting

Updating an online care plan is simple with NetSolutions. Nurses arrive to the meeting with their laptops and leave with updated care plans.

## Interdisciplinary Progress Notes

Eliminate undated/unsigned notes, pulling charts, filing...

Compared to paper, the benefits of online notes are overwhelming. When notes are entered into a resident's electronic medical record you can:

- » Add notes in a standard format using your library of templates
- » Find specific notes quickly. Sort and search by resident, date, care plan problem, author, and category
- » Categorize notes and retrieve them by category, such as fall, pain, infection, and MDS section
- » Use reports of notes by topic as a valuable resource for quality assurance, risk management, and management information
- » Link notes to care plan problems
- » Pause incomplete notes and be reminded by eAssignment app
- » Rely on automatic date stamping and identification of author

### Care Plan app gives you your residents' information...

SELECT	CLASS/CAID	PROBLEM ID	DIAGNOSIS STATEMENT	SOURCE FOR SUGGESTION
<input type="checkbox"/>		173	Absence of personal contact with: (*)	MDS 3.0/PSYCHOSOCIAL WELL-BEING
<input type="checkbox"/>		001	At risk for complications related to persistent vegetative state	MDS 3.0/Section B: Hearing, Speech, and Vision/...
<input type="checkbox"/>		099	Cognitive loss, alteration in thought process related to (*) resident has ("Name") as evidenced by: (*)	MDS 3.0/Section G: Cognitive Patterns/(CG) (0)Sta...
<input type="checkbox"/>		102	Compromised long term memory as manifested by: (*) due to: (*)	Section B: Cognitive Patterns / (2b) Long term ...
<input type="checkbox"/>		101	Compromised short term memory as manifested by: (*) due to: (*)	Section B: Cognitive Patterns / (2a) Short term...
<input type="checkbox"/>		002	Confusion, alteration in thought process related to delirium or delusion as evidenced by: (*) (Note)	MDS 3.0/PSYCHOSOCIAL WELL-BEING
<input type="checkbox"/>		086	Confusion, alteration in thought process related to delirium, alteration in thought process related to delirium or delusion as evidenced by: (*) (Note)	MDS 3.0/PSYCHOSOCIAL WELL-BEING
<input type="checkbox"/>		121	Difficulty understanding others due to: (*)	Section C: Communication/Hearing Patterns / (4)...
<input type="checkbox"/>		124	Difficulty understanding others due to: (*)	Section C: Communication/Hearing Patterns / (5)...
<input type="checkbox"/>		011	Episodes of abusive behaviors towards self as evidenced by: (*) (Note), (*) (Note) as per (*) related to (*)	MDS 3.0/COGNITIVE LOSS/DEMENTIA, PSYCHOSOCIAL W...
<input type="checkbox"/>		008	Episodes of mood disturbance related to (*) (with episodes of (*) (Note), (*) (Note) as per (*) related to (*)	MDS 3.0/PSYCHOSOCIAL WELL-BEING, ACTIVITIES
<input type="checkbox"/>		011	Episodes of physical behaviors towards others as evidenced by: (*) (Note), (*) (Note) as per (*) related to (*)	MDS 3.0/COGNITIVE LOSS/DEMENTIA, PSYCHOSOCIAL W...
<input type="checkbox"/>		012	Episodes of verbally abusive behaviors towards others as evidenced by: (*) (Note), (*) (Note) as per (*) related to (*)	MDS 3.0/COGNITIVE LOSS/DEMENTIA, PSYCHOSOCIAL W...
<input type="checkbox"/>		027	Excessive communication impairment related to aphasia.	MDS 3.0/PSYCHOSOCIAL WELL-BEING

This page lists Suggested Problems based on MDS 3.0 responses, CAAs, and diagnoses. Review the list and select with a click those that you want to address in the care plan.

diagnoses, CAAs, and items from User Defined Assessments.

NetSolutions then guides you through care plan development and prompts you to add information that individualizes statements.

### Care Plan Libraries

Increase efficiency with the optional NetSolutions MDS 3.0 Quik Plan Library that contains editable pre-written statements for problems, goals and interventions. An I-PLAN library is included with Care Plan. You also can enter your facility's library of care plan statements to use online.

Create an initial care plan quickly using the built-in Diagnoses Library and diagnoses entered at registration.

View the full care plan in one scrollable page. Add notes to document progress.

### ...and smart tools to put it to work efficiently

The screenshot shows the 'PLAN OF CARE SUMMARY' and 'EDIT GOAL DETAILS' windows. The summary window lists several goals with their effective dates and last updated dates. The 'EDIT GOAL DETAILS' window shows a goal for goal ID 001, with a goal statement: 'Will be kept comfortable, pain will be relieved within 1 hour of interventions'. It includes fields for effective date (09/18/2012), goal ID number (001), goal statement, goal type (Long term goal selected), review date (12/15/2012), and a 'GOAL RESOLUTION' section with 'Yes' selected for 'Is this goal resolved?'. There are 'SAVE', 'CANCEL', and 'Check Spelling' buttons at the bottom.

The problems you selected from the list (above) display here, where you can build and edit care plan statements from a library: Quik Plan MDS 3.0, I-PLAN, Diagnoses, or your facility's.

## Electronic Medication Management

Take the next step to a paperless workflow by managing medications with our system that:

- Maintains orders for medications, treatments, lab, and x-ray
- Checks for drug interactions and Black Box warnings - Clinical Decision Support
- Charts order administration - eMAR
- Computerizes drug ordering and reordering - ePrescribing

## Physician Orders

Improved efficiency in medication management begins with the Physician Orders application where orders are entered and maintained.

During initial training you work with your NTT DATA Implementation Consultant to set up your facility's standard orders by type, including medications, dietary, lab, and nursing.

Editable standard orders can be set up, such as Admitting and wound care orders. From then on, simply enter a code to add an order for a resident.

You can enter medication orders by first selecting an NDC code and then a correlated therapeutic class.

Lab and X-ray orders can be auto-faxed with ePrescribing to their respective providers and tracked in eMAR. When results are received the system automatically discontinues the order.

You can key telephone orders directly into Physician Orders. Nurses are prompted to read orders back to the prescriber.

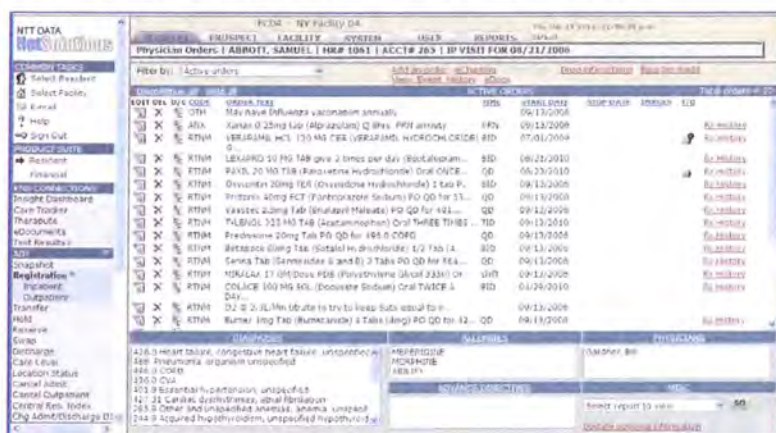
**eSignatures:** prescribers and nurses with security rights can review current orders, electronically sign and note orders, and sign unsigned orders in a PO Manager summary panel.

**Immunizations:** Centralizes resident status. Data and updates are shared with eMAR and MDS 3.0.

## Physician Orders Features

- » Integrates with NetSolutions ePrescribing, eCharting for eMAR, eAssignment, and Clinical Decision Support
- » Documents medication reviews and reconciliations. Includes the full NDC library, updated quarterly
- » Associates one or more diagnosis with a medication order
- » Maintains residents' Vitals, with baselines, and acceptable ranges for weight, temperature, and more. Able to import data from RosieConnect®
- » Maintains orders for pre-registered residents
- » Meets physician and staff preferences with custom order formats and user-defined fields
- » Links to Medline Plus Connect for drug-specific information such as why a medication is prescribed, how it should be used, dietary instructions, side effects, and special precautions
- » Matches facility standards for time values such as ranges, one-time orders, every X number of hours
- » Supports entering "resident takes no medications"
- » Exports master order setups to other facilities
- » Saves incomplete orders to finish later

### Take control of medication and treatment orders



From this one page you can add and edit orders, chart PRN order results, check drug interactions on demand, open the eMAR, and reorder medications. These actions are informed by lists of diagnoses and allergies.

Each time a medication order is added or marked for reorder the information is entered automatically in NetSolutions' order processing system.

The hub of an electronic medication management system, it lists all the orders for a resident and information on diagnoses, allergies, advance directives and physicians.

## ePrescribing

### Paperless process for ordering and re-ordering medications

NetSolutions ePrescribing replaces trips to the fax machine to send pharmacy orders with electronic messages. It works in the background, following the rules you have specified.

Electronic messages are triggered automatically by software activity, such as new orders, reorders, and discontinued orders for medications.

Following the setup data for the resident's pharmacy, ePrescribing sends the pharmacy electronic messages in NCPDP format.

### Systems Supported

Omnicare and PharMerica systems communicate with ePrescribing via electronic NCPDP 10.6 messages.

ePrescribing also sends electronic messages to FrameWorkLTC and to QSI. They are software systems used by independent pharmacies. ePrescribing supports HL7 messages for ADT transactions.

### How ePrescribing Works

ePrescribing works by using the information in your system for every resident and pharmacy. Each resident's profile identifies their pharmacy and every pharmacy's profile includes whether they receive NCPDP messages.

When a new medication order is added in Physician Orders, the system checks the resident's pharmacy setup before sending the message.

Its flexibility means facilities can work with multiple pharmacies. ePrescribing saves extra work – orders only have to be entered once – no handwriting or fax machines.

### Reorders: like shopping online

You can reorder medications with a click. Similar to putting an item in an Internet "shopping cart," your request is added to a list you can review and edit before sending to the pharmacy.

### Certified to use LTC NCPDP

NetSolutions ePrescribing was the first solution certified using the Long-Term Care message elements to facilitate the secure electronic transmission of NCPDP SCRIPT messages.

## Clinical Decision Support - Medications

### Medication information for managing risk

By providing critical information on your residents' medications, NetSolutions Clinical Decision Support reduces risk of error and adverse drug events.

It gives you instant access to information on medications at order entry, during the med pass, when discussing the medication with a resident, and when the resident discharges. It includes:

**Black Box Warnings.** You can access these warnings from eMAR or the Order Entry screen with a link to the Clinical Knowledge database. Black Box Warnings are required to be available when administering meds. Online warnings replace hard copies nurses currently use.

**DrugPoints®** includes dosage, contraindications, warnings, interactions, adverse effects and other information that you can link to from eMAR or the Order Entry screen

**Clinical Teaching.** Items to discuss with patients during medication administration, such as side effects. Reach it through a link from eMAR or the Order Entry screen

**Drug Interactions.** Anytime a new medication or allergy is entered in Physician Orders it is automatically checked against all active medications, and findings are displayed.

**Patient Education.** Information written for the consumer for use at discharge or on demand

### A new tool for medication inventory control



Reordering a medication is a simple process when you use ePrescribing. It starts with a click in eMAR or Physician Orders that opens this Mark for Reorder page. The medication will be added to the list of reordered drugs that you can review and edit before a reorder message is sent to the dispensing pharmacy.

## eCharting

### Including eMAR and eTAR for paperless documentation

NetSolutions eCharting with eMAR replaces the paper notebook on your medication cart with point-of-care charting. It automatically updates the Electronic Medical Record (EMR) with portable PCs connected wirelessly to your network.

eCharting saves minutes and hours spent flipping through notebooks.

By keeping orders up-to-the-minute online, eCharting replaces the end-of-month turnover – the process of going through charts, comparing the new and old MARs to make sure the new MAR is accurate.

eCharting assures each eMAR is current, saving time, reducing risk of error, and improving quality of care.

New eMARs, including any updates, are generated for each pass, replacing paper forms that can stay in a notebook for a month.

You can set up orders to require additional documentation at time of administration, such as attaching a vitals check for a medication. As the medication is administered a charting window would open with instructions.

### How eMAR/eTAR works

Using order information from Physician Orders, eCharting builds session lists of orders (sample below) that also show resident data including allergies, diagnoses, nursing alerts, and photos.

Enter criteria, such as residents by name or location, and an eMAR page displays.

## Key eCharting Features

- » Charts medication administration at the point of care, including notes, and vitals using portable PCs with wireless connections
- » Eliminates end-of-month turnover
- » Notifies users of any late or missed orders at a glance
- » Supports flagging orders to require documentation, notes, and/or vitals checks
- » Displays new orders in blue for first 72 hours
- » Supports lab and x-ray orders by indicating when the third party will collect a specimen or take an image. Document actions in eMAR
- » Shares documentation with the electronic medical record – no handwriting, no filing
- » Displays a history of all medication administrations for a resident with a click
- » Displays PRN orders separately. Prompts for charting results after session
- » Supports barcode scanning of medications and for resident identification
- » Date stamps and identifies user for each action
- » Supports resident-specific nursing alert messages
- » Displays informational orders such as “may crush meds”
- » Generates an unlimited number of reports, such as PRN acetaminophen delivered in a day

### An eMAR / eTAR session list reduces risk and saves time

The screenshot shows a software interface for medication administration. At the top, it displays patient information: 'F004 - RV Facility 04', 'Resident: Abbott, Samuel', 'Room: 1061', 'Access: 265', and 'IP Visit For 08/21/2006'. Below this is a table of medication orders. Each row contains the medication name, dose, frequency, time, and a 'PERFORMED' column with a color-coded box (red for late, green for on time, blue for upcoming) and a 'DOCUMENTATION' checkbox. For example, 'Metoprolol 1mg (Soralol Hydrochloride) 1/2 TAB (40mg) PO BID for 427.31' has a red box and a checked checkbox. Below the main table, there are sections for 'NEW MEDICATIONS FOR 03/28/2012 TO 03/29/2012' and 'NEW MEDICATIONS FOR 03/28/2012 AND 03/29/2012', showing additional orders like 'Hourly PRN Lorazepam'.

You'll find full information on a resident's medication session here (an eMAR session page). Boxes are color coded to highlight orders that need attention. See at a glance if an order is due during the shift, late, on time, or upcoming. When clicked Yes, boxes turn white. PRN orders are shown below scheduled items.

## Point-of-Care Charting

Paperless charting process that shares data in real time

The NetSolutions Point of Care application provides a quick and simple method for caregivers to chart observations and care delivered. Data is collected for any care activity using user-defined and pre-loaded buttons in categories including CNA/ADLs, Restorative Nursing, and Therapy.

This software can capture data and calculate totals for almost all MDS 3.0 items and export them to NetSolutions MDS 3.0 software. Pre-loaded buttons with correlations are ready to go for items in eight MDS 3.0 sections.

Items you set as "required" are color coded, showing caregivers whether required items have been captured yet.

Point of Care is delivered with English and Spanish, with the ability to add other languages.

## Benefits of Point of Care

- » Prevents undercoding for Medicare and Medicaid payment by collecting complete information
- » Shares resident status information in real time
- » Supports multiple languages and user-defined buttons, complete with graphics and labels
- » Saves and date-stamps data entered automatically
- » Reduces staff absence from the floor and end-of-shift charting
- » As charting is completed, a summary of responses is available with a table for ADLs
- » On-demand reports include ADL Tracking Log, Shifts Received by Date of Service, CNA Compliance, and Flow Sheet

## Fast Answers

We built these features into the Electronic Medical Record to bring you quick answers to questions about your residents' health status:

### Immunization Record

A central page for maintaining residents' status on immunizations, particularly influenza and pneumococcal. Data on those immunizations populates MDS 3.0 Section O.

The Immunization Record is updated by data captured in eMAR charting sessions. You can set up a separate flu shot session with eMAR filters that use flu season dates and residents' recorded consent/refusal.

### Resident Annotations

Capture statements made by residents and family members in a window that pops up on top of the page where you're working. You can add a comment, the type of note, and assign it to a folder.

### Vital Signs

Keep residents' vital parameters accessible anytime anywhere with this feature. Parameters include blood glucose level, blood pressure, oxygen saturation, level of consciousness and respiration. It maintains acceptable ranges and alerts staff to values outside those ranges. Data can be imported from RosieConnect®.

### Continuity of Care Document for Health Information Exchange

The Continuity of Care Document (CCD) has emerged as the standard format for exchanging health information among providers. NetSolutions supports LT-PAC providers' ability to both send and receive CCDs. When a resident transfers, it can prepare a CCD in xml or pdf to send electronically.

**Incoming CCDs** – NetSolutions can receive a CCD in xml per HITSP standards. Using eDocuments, the intact transfer document can be downloaded and viewed.

**Prevents undercoding by encouraging complete charting**

Charting ADLs is easy with NetSolutions Point of Care. Start with a topic, such as ADLs in the top left corner. Then choose an event. A click on Bed Transfer brings up possible responses. Depending on the answer, additional buttons may display.

## User-Defined Assessments

Take control of your surveys, worksheets, and assessments

Get rid of those stacks of paper forms by putting them online. With NetSolutions User-Defined Assessments (UDA) you can automate the forms your facility uses, such as level-of-care assessments, dietary and activity plans.

It makes the forms and their results accessible 24/7 in electronic medical records. And UDA makes the tasks even easier for you by:

- » Offering pre-loaded assessments
- » Putting instructions and best practices a click away
- » Adding graphics/photos to forms and templates with eDocuments
- » Reminding you about follow-ups
- » Pulling data from ADT such as diagnoses, allergies, and contacts

Enter assessments for residents before they register to make sure their needs match your facility's resources. At registration the assessment will become part of their online record.

NetSolutions UDA includes 27 pre-loaded assessments, such as an ADL Decline Assessment. We offer more than a hundred downloadable templates to match your needs.

### Share responses with MDS 3.0

Items in the pre-loaded Nursing History template that match MDS 3.0 items are pre-linked to import to a MDS assessment. You can add correlations between items in UDA assessments and MDS 3.0 and the Care Plan Suggested Problems list.

### Ad Hoc Reporting

You can combine data from MDS 3.0, ADT/Prospects, and UDA to create reports such as residents whose preferred activity is arts and crafts, normally uses a walker, and whose birthday is in August.

## Therapute

Complete system for managing therapy in LT-PAC in real time

You can rely on Therapute to:

- » Assure the right RUG is reached
- » Report on Distict Calendar Days, co-treatment minutes, and Change-of-Therapy / EOT assessments
- » Give therapists daily worksheets and a quick way to enter minutes and notes
- » Generate an unlimited number of reports on productivity, RUG status, revenue, and more
- » Offer dashboards with drill-down and roll-up reporting tools
- » Apply percentages to concurrent and group therapy minutes per MDS 3.0 rules
- » Interface with NTT DATA software to import patient data and export therapy minutes and data to MDS 3.0 and for claims

### Tools for Optimum Payment

Therapute can more than pay for itself by capturing data on therapy delivered and estimating RUG-IV scores.

Its powerful PPS Planner grid shows daily comparisons between actual and planned minutes per discipline with percentages calculated for individual, group, concurrent, and co-treatment.

## eResults

Connects to Laboratory and Radiology companies for results

With the eResults application you can view your residents' Laboratory and Radiology results in real time in your NetSolutions system. An icon on the navigation bar alerts you when new results arrive.

Information in the results page includes in or out-of-range, reference range, and units. Results of different tests can be shown in one report.

It's simple to turn results data into graphs and trending information with eResults.

The NetSolutions summary page gives authorized users the latest results and previous results. You can also generate reports.

### How it Works

The interface works by connecting NetSolutions with InteHealth, a company dedicated to improving the flow of healthcare information ([www.intehealth.com](http://www.intehealth.com)).

InteHealth interfaces with many Lab and Radiology companies and the chances are good that your facility or hospital uses one of them. If not, InteHealth has the resources and technology to set up a new connection.

### Therapute assists with Change-of-Therapy assessments

Patient	Last Visit		Next Visit		Next Visit Planned Minutes	Assessment			COT Date
	Date	Ymm/dd	Date	PT		OT	SLP	Target (M)	
JENNIFER ANNUNZIATA	9/9/11	1170	9/9/11	60	50	60	60	9/10 ↑	
BETTY BETTY (MCA)	9/9/11	1190	9/9/11	50	50	50	50	9/10 ↓	
BILLY BILLY (MCA)	9/9/11	160							
DANIEL DANIEL (MCA)	9/9/11	1150	9/9/11	50	50	50	50	9/12 ↑	
MARGARET MARGARET (MCA)	9/9/11	1170	9/9/11	60	50	60	60	9/10 ↑	

This sample PPS Summary window in Therapute helps with the ongoing Change-of-Therapy review. The COT column date at far right gives the COT dates by resident. The arrows indicate whether a RUG-IV score change is an increase or decrease from the previous assessment.



## eDocuments

### Import electronic documents and images to resident's EMR

With NetSolutions eDocuments you can add files to a resident's electronic record and efficiently organize them. You can upload:

- » Scanned documents such as prescriptions and insurance cards
- » Images and photos
- » Electronic files attached to email
- » Binary files, such as a Word doc, pdf, jpg, gif, and bmp
- » Continuity of Care Documents in xml format

### Document Management

NetSolutions eDocuments provides a system that stores, indexes, accesses, and retrieves electronic documents imported to the resident's medical and financial records.

Files can be viewed and imported from a pop-up eDocs window that opens above the page where you're working. Increase the usefulness of an eDocs file by attaching it to a progress note, care plan intervention, or order.

## Quality Assurance

### For Infection Control and Incident Reporting

Improve efficiency while protecting access to Quality Assurance (QA) documentation. QA activities such as infection control and incident reporting are removed from residents' legal health records and maintained in the administrative record.

QA gives you data you can use to improve your facility's Quality Measures and Five Star rating on CMS' Nursing Home Compare Website.

### Incident Reporting

This software standardizes and simplifies how incidents are documented by offering checkboxes when possible for responses in the areas of Observations, Findings, Reporting, Actions, and Audit.

### Infection Control

Enter, track, and report on residents' infections including information in these areas: Signs and Symptoms, Tests and Results, Treatment, Reporting, Resolution, and Audit.

## eAssignment

### Messaging for alerts, managing tasks, and sharing information

NetSolutions eAssignment gives LTC providers a specialized internal email system that improves your current processes for communicating among employees.

It's a complete system for assigning and managing tasks, including your own to-do list, with the ability to add dates, comments, sub-tasks, and completion status.

eAssignment scans residents' records for triggers of events such as infection type occurring, change in level of care, and when lab and x-ray tests are due.

### Key Messaging Features

- » Assists in creating messages with drop-down lists for recipient, resident, type of message, and due date/time. Indicate topic, if it's a resident, the subject line displays the resident's name and ID number
- » As you compose a message you can open a message history and attach an eDocument
- » Shows at a glance when a new message arrives with an icon next to the menu selection. Unread messages in the Inbox are bolded
- » Notifies when another user has acted on the message, changing its color in the Inbox.
- » Supports sending messages to staff by their position, for example Charge Nurse, nights, Building A, Station N. Send messages to groups such as nursing, social services, and maintenance
- » Supports messaging among individuals, groups, and positions
- » Provides option of forwarding your messages and alerts to other staff
- » Escalates a message automatically by sending it to other/s following setup instructions

### eDocs adds "paper" to paperless records

This eDocuments page opens on top of the page where you're working for quick reference. From here you can view all eDocs, view a folder's contents, search for a specific file, import a new eDoc, and add a note.

## Insight Dashboard

LTC dashboards ready out of the box or create your own

Insight software delivers business intelligence to Long-Term and Post-Acute Care providers through dashboards you can use to visualize, monitor, and analyze information.

It's an out-of-the-box solution that can be up and running in hours, bringing you Key Performance Indicators (KPIs) and alerts, both clinical and financial.

Your dashboard can be up so quickly because NTT DATA staff did the background work, building the KPIs based on our experience and with input from LTC providers like you.

### User-friendly Navigation

Insight information is organized in a logical hierarchy. The main dashboard reports on multiple areas of your business through Key Performance Indicators (KPIs), providing maximum information in minimum time.

For a different perspective, you can quickly change the format of a KPI, starting with a right-click. Formats include tables, bar charts, pie charts, and gauges.

Insight empowers your staff and increases efficiency by providing instant information on their focus, such as nursing or billing.

### Analysis Tool

Your first dashboard view is critical for identifying issues that need your attention. Insight gives you tools that help you focus your attention and analyze an issue. It gives you the ability to drill down to pertinent data by:

- » Changing to a different view, such as a comparison or consolidation of multiple sites, one facility, a department, or unit
- » Filtering and sorting by factors such as station, payer, and facility

- » Drilling down to the source data, for example a resident, progress note, or invoice

### Built-in Indicators

Insight will be installed with multiple pre-loaded dashboard pages, each with four to seven KPIs displayed as charts that focus on vital subjects for LT-PAC. Examples of indicators:

- » Hospital Readmissions
- » Diagnoses
- » Length of Stay
- » GL Profit and Loss
- » Revenue Projections
- » Actual-to-Budget Comparisons
- » AP Invoices Due
- » Labor Hours - Actual vs. Budget
- » Change-of-Therapy Observation
- » PRN Meds without Documentation
- » ADL Average Scores

- » Antipsychotic Medication use
- » Census Days by Payer Type
- » Infection Follow-up Alerts
- » Incidents by Type, Location

### Alerts

Never miss a critical event – clinical or financial – with Insight's Alerts function. It scans your system for certain conditions or events. If they occur, you're notified by email or alert charts. Alerts are valuable for:

- » Exception reporting
- » Reminders
- » Event monitoring

### Insight Packages

Insight software is available in three packages. The packages offer a choice of some or all of the KPIs, tools for modifying already defined KPIs, and tools for creating custom dashboards.

## Business and Clinical Intelligence at your Fingertips



Your dashboard displays a variety of key indicators in different formats and gives you the ability to drill down to source data. Click another topic from the left-hand menu to change your focus to another topic with associated indicators.

For more information about our software  
for Long-Term and Post-Acute Care,  
please contact us:

800-426-2675  
[www.nttdataltc.com](http://www.nttdataltc.com)

**NTT DATA**  
**NetSolutions™**



NTT DATA Long Term Care Solutions, Inc.

800-426-2675 . [www.nttdataltc.com](http://www.nttdataltc.com)

# System Specifications *for NetSolutions*

NetSolutions from NTT DATA is a Web-based system, that runs on the Microsoft .NET platform. It can be self-hosted or hosted by our Cloud Services.

## Server Hardware - the Basics

Server hardware requirements depend on the size and number of facilities, number of concurrent users, and modules purchased. Larger facilities may require an increase in the number of processors, the amount of RAM, and/or disk space. Some organizations with a large number of sites may even require additional application and/or database servers.

### **A basic system that meets minimum requirements:**

- Processor: QUAD Core Xeon (3GHz) processor
- 4 Gigabytes RAM
- 80 Gigabytes available disk space
- RAID I configuration
- VMWare or Hyper-V to support virtualization

## Broadband Connection

A broadband connection is required for NTT DATA staff to support NetSolutions. Dial-up connectivity is not supported. There are two broadband options:

1. Remote Desktop, giving NTT DATA access through your firewall (free)
2. Remote Desktop or PCAnywhere via VPN approved by NTT DATA (Cisco, Microsoft, others)

## Network

- 50kb/sec bandwidth per concurrent user

### **SQL Server Licensing Options**

- Per Processor: unlimited users and unlimited devices.
- Per Server Plus Device: for each device attached to SQL Server and for each server on which software is installed.
- Per Server Plus User Client Access Licenses (CALs): for each user accessing the server and a separate license for each server on which software is installed.
- For more information on SQL Server licenses, visit the Microsoft Website: [www.microsoft.com/en-us/sqlserver/get-sql-server/how-to-buy.aspx](http://www.microsoft.com/en-us/sqlserver/get-sql-server/how-to-buy.aspx)

## Server Software Requirements

- Windows Server 2008/2008R2 or 2012 Standard or Enterprise Edition, 32- or 64-bit with Internet Information Server (IIS), and .NET Framework 2.0, 3.5, 4.0, 4.5, or higher
- **Note: Windows Small Business server is not supported**
- SQL Server 2008/2008R2 or 2012, 2014 Standard or Enterprise, 32- or 64-bit
- Microsoft Visual J# 2.0, 32 or 64 bit

## PC Hardware and Software

- Pentium Compatible PC, Notebook, Tablet, Kiosk
- 2GB minimum RAM
- Operating Systems: Windows 7 Professional (32/64 bit), Windows 8 / 8.1
- Internet Explorer version 10 or higher
- Minimum monitor display of 1366 x 768
- Adobe Flash Player 11.6 or higher for NetSolutions Point of Care
- Adobe Acrobat Reader Version 11 or higher

Free download of Adobe Flash and PDF Reader at [www.adobe.com/downloads](http://www.adobe.com/downloads)

### **Printer Requirements**

To print on CMS' pre-printed UB-04 forms, an edge-to-edge compliant laser printer is required. Ask your printer vendor to verify if your printer can print to within 1/8th inch (in mm this is 3.175) of the top, left and right of the page as required by the form.

### **CareTracker and Therapute Interface**

To import data to NetSolutions from third parties (except for data written directly to the MDS) the KNS Exchange Web service must be installed including an SSL certificate, preferably on a machine separate from the main NetSolutions server. It is required to import vitals from CareTracker and notes from Therapute.

## Electronic Medication Management & Point of Care Devices System Specifications

The following specifications support NetSolutions:

- eCharting and implementing a paperless, point-of-care eMAR/eTAR
- ePrescribing
- Point of Care and devices caregivers use for charting

### Wireless Network

- 802.11g/n (54mbs) or better
- Enterprise-level wireless connectivity suitable for point-of-care computing

### Data Entry Devices

#### Device Choices

1. Standard laptop
2. Integrated thin-client laptop or device, Windows 7 or higher, embedded with Internet Explorer, for example Wyse with 1 GB Flash and 512 MB RAM minimum
  - External/Integrated LCD Monitor
  - Waterproof keyboard (wired or wireless)
  - Mouse or other pointing device (wired or wireless)
3. All-in-one Computer Med Cart
4. Mobile Computer Workstation
5. Touch screen kiosk (POC) - Windows compatible with 2g ram, and IE9 or higher

#### Device Options

1. Barcode Scanner (Code 3 of 9 or Code 39)
2. Waterproof or Sealed Keyboard
3. Sealed Mouse

### System Requirements

1. Operating System
  - Windows Vista Business (32/64-bit)
  - Windows 7 Professional
  - Windows 8
2. Microsoft .NET 2.0 Framework
3. 17"+ monitor, 1366 x 768 or better resolution
4. Access to configure device, load activeX print control and modify IE settings

### Medication Cart Options

1. Retrofit existing carts:
  - a. Mounting hardware for laptop component devices
  - b. Laptop rests directly on the cart top (not recommended)
2. Purchase new all-in-one computer med cart (example: Artromick, Rubbermaid)

### Power Options for Medication Carts

Laptop and Integrated Thin Client devices have internal batteries and can be charged from any A/C power source. Power should be augmented with external battery pack mounted on the cart (example: Valence VNC-130).

- Component thin-client devices require external A/C power sources. An external battery pack may be mounted on the cart with an integrated A/C power connection.
- All-in-one carts will contain built-in large-capacity battery and power solutions

## Private Cloud Services for LTPAC

The next generation in technology and security for hosting

Our unique offering: a world class data center combined with a private cloud, and top-notch IT services for Long Term and Post Acute Care

Choosing NTT DATA Private Cloud Services means providers can focus their resources on their organization. It frees them from maintaining server redundancy and migrations, downtime during software and system updates, backups, disaster recovery, and the costs associated with server upgrades, supporting a server room, and maintaining an appropriate Tier Level.

### Key Facts about NTT DATA Private Cloud Services

- » Tier 4 – indicates uptime ensured by redundancy of components. Meets requirements of the Department of Defense.
- » SSAE16 (SOC1 and SOC2), ISAE 3402, SysTrust certified – the datacenter has passed an audit of controls placed in operation and operating effectiveness
- » Offsite data replication for both backups and Disaster Recovery failover. Engineered on high availability infrastructure across network, servers, and storage gear

### Are Private Cloud Services the Right Choice for You?

As you make your decision, these key considerations should be met to your satisfaction:

- Savings
- Stability
- Software
- Scalability
- Support
- Security

#### Savings

When you choose cloud computing from NTT DATA you can start using NetSolutions without a capital expense for software and server(s). Instead you will have a flat monthly subscription fee that can include use of NetSolutions applications.

With cloud computing a LTC facility can be up and running very quickly. Servers and additional server resources can be provisioned in seconds. With the elastic computing capabilities of our cloud data center, there is never a need to wait for hardware.

#### Software

NTT DATA delivers innovative software and services based on our foresight of future needs and a deep understanding of our customers. NetSolutions from NTT DATA is a Web-based system of fully integrated financial and clinical software. Our software was developed with the future in mind, with submission anticipated for certification as LTPAC EHR technology.

### The NetSolutions System

Revenue Cycle Management

- » AR-Billing
- » Resident Funds
- » General Ledger, Accounts Payable

Electronic Medical Record

- » MDS 3.0
- » Care Plan
- » Progress Notes
- » Therapy
- » User-Defined Assessments
- » Wound Management

Medication Management

- » eCharting, eMAR
- » Drug Interactions
- » Physician Orders
- » ePrescribing

Documentation Management

- » Incident Reporting, Infection Control
- » eDocuments
- » eResults

Communications

- » Insight Dashboards
- » Point of Care
- » eAssignment and Messaging



Long Term Post Acute Care  
+Skilled Nursing Facility

CCHIT® certification gives you an objective way to select LTPAC software that is secure, complete, and ready for Electronic Health Records.

NTT DATA

Long Term Care Solutions, Inc.  
[www.nttdataltc.com](http://www.nttdataltc.com) - 800-426-2675

### Support

Our service operations center is one of our greatest strengths. We fully monitor and manage our private cloud technology 24/7 and offer a single point of contact for infrastructure service support of our clients' hosted environment. We provide incident, problem, change, patch, release, availability, and capacity management across all your hosted environment.

For example, we employ monitoring software that tracks each servers' activity rates. Armed with this information, we can proactively identify and quickly avoid bottlenecks in your application server and SQL Server environments.

As part of our hosting services, upgrades to the server operating system, database servers, and NetSolutions are all included as part of the support package.

### Stability - Financial

The parent company of NTT DATA Long Term Care Solutions, Inc. is NTT DATA, Inc., currently the 6th largest global IT services provider with more than 57,000 employees across 35 countries.

### Stability - Uptime

The data center provides a full-featured customer Service Level Agreement (SLA). In addition to standard backbone service and network performance commitments, our SLA includes coverage for power as well as temperature and humidity following the recommendations of the American Society of Heating, Refrigeration, and Air Conditioning Engineers Technical Committee 9.9.

Risk of damage due to seismic activity is mitigated by using design and construction methods in accord with local seismic building codes. NTT DATA adheres to those codes and supplements them with capabilities such as isolation platforms and cabling that decouples IT equipment from the building's structure. The Atlanta, GA, facility is rated to survive extreme winds and a class five tornado.

### Scalability

The Data Center offers abundant capacity to support your organization's facilities as they grow and sites are added. For example, we use best-of-class enterprise-class servers.

### Security

This premier data center in Atlanta, Georgia, offers unrivaled security. It is engineered with carrier class uninterruptible and backup power. Fully redundant power supplies connect to multiple power feeds through multiple power-provided substations.

Advanced cooling and humidity controls provide continuous environmental controls. Around-the-clock monitoring ensures that all systems are fully operational. A fire suppression system works in collaboration with heat and smoke detection and continuous air sampling.

Our Data Center is connected directly to an industry-leading Ipv6-compliant, Tier-one, global IP network backbone, all via multiple and diverse physical and logical network paths.

#### To Learn More

Contact an NTT DATA LTC Solutions representative to discuss how our private cloud services would work for your organization.

Contact us at  
James.Ingalls@nttdata.com  
Jill.Moss@nttdata.com  
800.428.2875

#### About NTT DATA

NTT DATA is your Innovation Partner anywhere around the world. With business operations in more than 35 countries, we put emphasis on long-term commitment and combine global reach and local intimacy to provide premier professional services from consulting, system development, business process and IT outsourcing to cloud-based solutions.

Visit [www.nttdata.com/americas](http://www.nttdata.com/americas) to learn how our consultants, projects, managed services, and outsourcing engagements deliver value for a range of businesses and government agencies.

## Private Cloud Services for Long Term Care

### Technical Information

#### Addressing Your Technical Selection Criteria for Cloud Services

NTT DATA is uniquely able to offer LTPAC providers a complete hosting solution: a world-class data center combined with a private cloud, and top-notch IT services. We are pleased to provide the following technical information to demonstrate our promise to you.

##### Key Facts about NTT DATA Private Cloud Services

- » Tier IV Electrical – indicates uptime ensured by redundancy of components. Meets requirements of the Department of Defense.
- » SSAE16 Type II compliant data center in Atlanta, Georgia
- » Offering 24/7/365 security with no single point of network failure

#### Electrical

- » Multiple utility power feeds from two different substations with diverse building entry
- » Two 'A' feed (primary) UPSs | One 3-module (N+1) 750 kVA unit | One 4-module (N+1) 2000 kVA unit
- » Three 'B' feed (redundant) UPSs | One 1 module 750 kVA unit | Two 1 module 550 kVA unit
- » Ten 500 kW diesel-powered generators (N+1 capacity), controlled by dual PSS1 static switchgear units
- » One 2 MW diesel-powered generator with static ATS
- » Two on-site fuel storage tanks of 12,000 and 4,000 gallons

#### Cooling

- » Redundant cooling towers
- » Multiple pumps (N+1) to circulate water to CRAC units
- » Multiple CRAC units setup in a zone configuration
- » 36,000 gallon storage tank to hold make-up water for cooling towers
- » Private well to supply make-up water (well is backed up by city water)

#### Facility

- » 27,000+ sq ft of non-raised floor data center space
- » 25,000+ sq ft of raised floor data center space

continued

##### To Learn More:

Contact an NTT DATA LTC Solutions representative to discuss how our private cloud services would work for your organization.

Contact us at:  
James.Ingalls@nttdatalc.com  
Jill.Moss@nttdatalc.com

800-426-2675  
www.nttdatalc.com



- » Secured facility with 24x7 video monitoring and armed security
- » 24x7x365 on-site technical staff
- » Secured access to facility (controlled by a combination of proximity cards and biometric hand scanners)

## General Information

---

- » ASN: 3595 (Gold) | 16626 (Silver)
- » Company Name: GNAX (Atlanta)
- » IRR AS-SET: AS-GNAX 359
- » Transit: 42 Gbps
- » Peering: 1 Gbps (via AIX)

### Atlanta Gold Network

- » Level 3
- » nLayer
- » XO
- » PCCW/BTN
- » \*BGP Optimized

### Atlanta Silver Network

- » Cogent
- » NLayer

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Visit [www.nttdata.com/americas](http://www.nttdata.com/americas) to learn how our consultants, projects, managed services, and outsourcing engagements deliver value for a range of businesses and government agencies.

## Security

### Key Features:

- » 24x7 on-site manned technical staff and security guards
- » Customer access list; contact free card system
- » Biometric hand scanners for controlled entry and exit
- » IC Card entrance with optional biometric sensors
- » Lockable, earthquake-proof, secure cabinets and cages
- » Man traps and other intrusion protection measures
- » Surveillance cameras and bullet-resistant glass
- » CCTV throughout the facility

Your IT operations and services are protected by multiple layers of defenses in our Data Center. The engineering of our NTT DATA Americas premier data center in Ashburn, VA, includes:

- » Carrier class uninterruptible and backup power
- » Fully redundant power supplies that connect to multiple power feeds
- » Advanced cooling and humidity controls
- » A fire suppression system that works in collaboration with heat and smoke detection and continuous air sampling

Around-the-clock monitoring ensures that all systems are fully operational.

Our Data Center is connected directly to our industry-leading Ipv6-compliant, Tier-one, global IP network backbone, all via multiple and diverse physical and logical network paths, ensuring that your IT systems and applications provide the high performance and response time you require.

## Support

Our service operations center is one of our greatest strengths. We fully monitor and manage our private cloud technology 24x7 and offer a single point of contact for infrastructure service support of our clients' hosted environment. We provide incident, problem, change, patch, release, availability and capacity management across all their hosted environment.

We continuously monitors your system and handles system maintenance for you. We employ monitoring software that tracks each server's activity rates. Armed with this information, we can proactively identify and avoid bottlenecks in your application server and SQL Server environments.

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### NTT DATA

Long Term Care Solutions, Inc.  
[www.nttdata.com](http://www.nttdata.com) - 800-426-2675

## What CCHIT® Certification Means to You

Software that is CCHIT Certified® delivers assurances on security, interoperability, and integrated functionality to LTPAC providers.

NetSolutions 6.4.7 has been inspected against criteria independently developed by CCHIT's broadly representative, expert work groups. Using CCHIT's testing methods, NetSolutions was found to be in full compliance as a CCHIT Certified® 2011 Long Term and Post Acute Care (LTPAC) EHR, additionally certified for Skilled Nursing Facilities.



NTT DATA has entered a small group of software vendors\* that can say their software is CCHIT Certified® 2011 EHR technology for the Long Term and Post Acute Care (LTPAC) market, additionally certified for Skilled Nursing Facilities.

Vendors who have received certification can say their systems have met the current criteria for Electronic Health Records (EHR). CMS.gov states that EHRs are the next step in the continued progress of healthcare... Data from all of a patient's healthcare settings and the timeliness and availability of it, will enable providers to make better decisions and provide better care.

CCHIT, the Certification Commission for Health Information Technology, is a non-profit organization. Its mission is to accelerate the adoption of robust, interoperable Health Information Technology (HIT) and electronic health records. Its inspection process is based on real-life medical scenarios designed to test products rigorously against the complex needs of health care providers. As part of the process, successful use is verified at live sites.

CCHIT intends to further its mission by offering the following benefits to both healthcare providers and consumers:

- » Reduced risk when providers purchase HIT products by increasing transparency in the marketplace and directing investment in CCHIT Certified® HIT products that can improve the quality, safety, and efficiency of care
- » Ensure HIT interoperability by being compatible with emerging national standards
- » Protect privacy by requiring adequate security standards within HIT products and health information exchanges

## Certification: a New Way to Distinguish Among Vendors

Why did NTT DATA choose to commit the resources required to certify its product? To give LTPAC providers objective confirmation that our software is a superior choice for LTPAC providers today and that it is as prepared as possible for future EHR requirements.

Not only is CCHIT's criteria exacting, it is numerous – a 45 page list of functions that must be included in the software system. The criteria is organized into 31 categories including

\* [List of CCHIT Certified LTPAC providers and NTT DATA's CCHIT certification page](#)

\*\* [CCHIT Get Certified information for Long Term & Post Acute Care](#)

### The NetSolutions System

Revenue Cycle Management

- » AR-Billing
- » Resident Funds
- » General Ledger, Accounts Payable

Electronic Medical Record

- » MDS 3.0
- » Care Plan
- » Progress Notes
- » Therapy
- » User-Defined Assessments
- » Wound Management

Medication Management

- » eCharting, eMAR
- » Drug Interactions
- » Physician Orders
- » ePrescribing

Documentation Management

- » Incident Reporting, Infection Control
- » eDocuments
- » Test Results

Communications

- » Insight Dashboards
- » Point of Care
- » eAssignment and Messaging

#### To Learn More

Contact an NTT DATA LLC Solutions representative to inquire how our strategy would work for your organization.

Contact us at:  
Japan: [info@nttdata.com](mailto:info@nttdata.com)  
USA: [www.nttdata.com](http://www.nttdata.com)

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Medication Prescribing and Ordering, Medication Reconciliation, Diagnostic Tests Ordering, Results, Immunization Management, Inter-Provider Communication, Health Record Output, Confidentiality, and Security including access control, audit, authentication, and documentation.

### Meaningful Use

LTPAC criteria is different, but does not conflict with, EHR criteria for hospital and physician software systems. Those providers are adopting systems certified for EHR at a faster rate than LTPAC providers because they are eligible for the financial incentives known as Meaningful Use. On May 22, 2013, the HHS Secretary announced that more than 291,000 eligible physicians and 3,800 eligible hospitals have received incentive payments from the Medicare and Medicaid EHR Incentive Programs.

Although LTPAC providers are excluded from Meaningful Use, some LTPAC providers and CCHIT® agreed that there was reason to work on criteria specific to LTPAC EHR technology and they defined the interoperability and security criteria that is now used to certify software systems as LTPAC EHR technology.

LTPAC software vendors submit their software to CCHIT for this voluntary certification to distinguish their product in the marketplace and to assure LTPAC providers that their software would meet the unique needs of patients in this care setting. Vendors certifying their products in this program are likely to be well-prepared for federal EHR programs as they evolve.

### All Certification is Not by CCHIT

Some LTPAC IT vendors have chosen to be certified by ONC (Office of the National Coordinator for HIT). That certification applies only to Meaningful Use for hospitals and physicians and it is modular. CCHIT Full Certification requires certification for all modules as defined by CCHIT's 45-page list of functional requirements.

## Providers with EHR Systems Stand out from the Competition

In addition to the Meaningful Use incentives for hospitals and providers, additional initiatives such as the Hospital Readmissions Reduction Program and ACOs are creating incentives for LTPAC providers to join with hospitals and physicians for mutual benefit. Using CCHIT Certified systems can differentiate LTPAC organizations from facilities that cannot share health information with other providers in a standard and secure format.

In ACOs, Accountable Care Organizations, a group of healthcare providers receive payment from Medicare for providing coordinated care to a group of patients. ACOs are formed by hospitals and physicians and can include LTPAC providers.

Another initiative, RHIO, Regional Health Information Organizations, are geographically-defined groups of providers that exchange their patients' health information electronically. Many of these organizations are supported financially by grants from the Office of the National Coordinator for Health Information Technology.

#### About NTT DATA

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**ADDENDUM D**

**NetSolutions Descriptions of Modules and  
Interfaces**

## NetSolutions Admit Discharge Transfer (ADT)

NetSolutions™ Admit Discharge Transfer (ADT) centralizes resident and census information. It tracks resident information needed for billing and can generate a Continuing Care Document to share electronically with other healthcare providers.

### Powerful Tool for Maintaining Resident Information

#### Snapshots: ADT, Clinical, Financial

The ADT Snapshot in NetSolutions Admit Discharge Transfer is your online facesheet, giving you summary data at a glance with links to full information – clinical and financial. Scroll through for answers, such as physician, next of kin, diagnoses, allergies, and payor. The ADT Snapshot guides and standardizes the registration process.

The Clinical Snapshot is an index to the EMR – click on an item in the summary to drill down to details or navigate to an area, such as the care plan. Link to a list of reports needed when a resident transfers. The Financial Snapshot gives you summaries of census, reimbursement data, payors/plan balances, resident funds, guarantor, and contacts. Click on an amount for a history.

The ADT Snapshot provides comprehensive information on each resident and makes it available anytime anywhere with authorization. It's sorted into these categories:

- » Census Information – such as dates, location, bed type, level of care, bed hold
- » Reimbursement Information – for each of the resident's payers
- » Clinical Information – such as diagnoses, physician, allergy, and advance directives
- » Contact Information – for personal and professional contacts such as next of kin, guarantor, dentist, therapist, friend, family, and clergy
- » Additional Information – offers open comment and user-defined fields for data such as referral source, veteran status, hobbies, and arbitration agreement status. Generate reports from these fields to prepare lists for special projects and activities.

### Health Record and Continuing Care Document

The Health Record feature packages resident information that you select into a single file that can be shared with other health care providers. To add information to the Health Record file you simply check a time range and items, such as allergies, diagnoses, physician orders, immunization record, vital signs, progress notes by category, plan of care contents, resident annotations, assessments (MDS 3.0, user-defined), and uploaded documents. The data is generated as a report that can be saved in pdf format or as a Continuing Care Document in xml.

You select the contents to include in the file. For example, only data related to a certain diagnosis could be appropriate for a physician consult. But if the resident is transferring to another LTC facility or you are preparing for a power outage, the full record, including MDS assessment would be appropriate.

With the Health Record Disclosure feature you document the date, purpose, description, and recipient of protected health information. The file can be accessed later from a Summary window.

#### The NetSolutions System

##### Revenue Cycle Management

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### Continuity of Care Document

The ability to transfer patients' Health Records from one care setting to another is an important part of Electronic Health Records. The Continuity of Care Document (CCD) also known as Continuing Care Document has emerged as a standard format for health records. NetSolutions supports Long Term and Post-Acute Care providers use of the CCD.

CCD format HITSP C32 is a recognized standard for the transmission of health record data. NetSolutions is able to generate the CCD version C32 per the published standard. If the facility where a resident is being transferred has the ability to receive an electronic version of the resident's health record, NetSolutions can create a CCD that can be sent electronically using the Health Record feature described above.

Incoming CCDs – when a resident is admitted or returns from a hospital or facility, NetSolutions is able to receive the CCD, per HITSP standards, as an xml document. Using the NetSolutions eDocuments application, the intact transfer document can be downloaded and viewed.

## Diagnoses with ICD-10: Work Faster, Smarter

ADT includes the Master Library of ICD-10 codes with annual updates.

Once selected, a diagnosis is flagged as "commonly used" to speed searches and assist in standardization. Save more time by setting up a two-way flow of diagnoses with open MDS assessments. You can set and maintain separate clinical and billing sequence diagnoses rankings.

Quickly begin an initial care plan based on problems suggested by the diagnoses when your system includes NetSolutions MDS 3.0, Care Plan, and the Care Plan Library.

You can designate which diagnosis should flow to the bill from ADT.

## Retain Pre-Registration Data

At the first contact with a prospective client, you can collect and store information in the Pre-Registration page, a duplicate of the Registration page. Data flows into Registration at admission with no re-keying. You will be alerted of possible duplicate resident registration.

Additional data such as medications and treatments as well as assessments of level-of-care and ADL needs that are entered in NetSolutions Physician Orders and User-Defined Assessments can be maintained and added to the resident's Electronic Medical Record at registration. A Waitlist report lists prospects and their waitlist status.

### Tracks billing information

ADT uses census and assessment periods to track activities that can affect billing. When changes occur in a resident's location, level of care, or pay type, the current census period is closed and a new one is opened. Census data is brought forward, so you enter only changes.

### Recording Statements from Residents and Family

NetSolutions can capture statements made by residents and/or their family members that are contrary to or in addition to information maintained in the resident's health record. Make note of the statement quickly by using a Resident Annotations window that pops up on top of the page where you're working. Enter the note, and use software tools to add comments, connect it to an application such as Care Plan, and assign it a type and/or folder. The software automatically records the date and user.

#### To Learn More

Contact an NTT DATA LTC Solutions representative to discuss how our offerings would work for your organization.

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## Key Features

- » ADT exports resident and census information using NetSolutions interfaces with Therapute and point-of-care systems such as DartChart, CareTracker, and AccuNurse
- » Maintains resident demographic data, including a history of name and address changes; data flows from ADT to MDS 3.0
- » Photos of residents can be uploaded to their ADT Snapshot pages
- » Maintains allergies, including those in free text, and can indicate "no known allergies"
- » Face Sheets are prepared automatically using data entered in ADT. State-specific and facility-specific formats are available
- » Choice of using a resident number and a health record number or one number for both
- » Alerts you of possible duplicate resident entry during registration
- » Search for a resident by birthdate, Social Security Number, and birth date
- » Tracks events in the software, including views and edits with user and date/time
- » Records resident's consent to share data with Health Information Exchange organizations
- » Generates a Health Record in the Continuing Care Document format, CCD HITSP C32
- » Calculates private portion amount, net income, allowable deductions, and adjusted net income

## Reports add value to your data

### Ad Hoc Reporting

With Ad Hoc reporting you can combine data from MDS 3.0 as well as ADT/Prospects, and User-Defined Assessments (UDA) to create a report such as all residents in a certain station, who are patients of Dr. Smith, and use a hearing aid. NetSolutions ADT also provides the following on-demand reports.

#### Examples of on-demand ADT reports:

- » Resident Allergy Report
- » Resident Birthdays
- » Resident Diagnoses, ongoing and resolved
- » Advance Directives
- » Residents by Age, by Allergy, by Diagnosis, by Location
- » Contacts, personal and medical
- » Level of Care
- » Residents by Clinician, Next Visit
- » Clinicians by Resident, by Organization
- » Optional, User-Defined Information
- » Veteran Status

#### Examples of Census Reports:

- » Admission Census
- » Available and Occupied Beds, including bed reserves
- » Away Report with Option to include Discharges
- » Bed Rate Master
- » Census, Daily Activity
- » Length of Stay
- » Month-to-Date Occupancy
- » Pending Discharge
- » Resident Bed Analysis
- » Resident Census Periods
- » Transfer Census

#### To Learn More

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## NetSolutions Accounts Receivable & Billing

NetSolutions AR-Billing is a powerful and flexible system for managing resident accounts and for billing all Long-Term and Post-Acute Care payors. It offers a cost-effective method of connecting facilities for centralized AR and Billing.

AR-Billing's tools enhance revenue cycle management, providing an efficient process resulting in full and timely reimbursement and optimal cash flow.

### Maximum flexibility for Resident Account Management

#### Accurate and Automatic Billing

The software's power lies in its profile windows that accept an amazing amount of data and rules on payor plans and residents' coverage. AR-Billing uses these profile rules to generate claims according to the needs and preferences of your facility and residents.

You and your NTT DATA Implementation Consultant set up your rules. After that AR-Billing works in the background to deliver fast, bullet-proof performance every day. AR-Billing handles Medicare, Medicaid, commercial insurance, and managed care. You can specify:

- » Billing cycles for optimum cash flow by payor: weekly, monthly, and bi-monthly
- » When to send No-Pay/Benefits Exhaust bills
- » An unlimited number of plans for each payor including the bill format needed for each plan
- » Limits or minimums on specific ancillary items
- » Billing criteria for hospital leaves
- » Plan requirements, such as whether it pays for the day of discharge or admit

#### One-Touch Billing

Our One-Touch Billing feature adds even more automation to the claims process. With one click it handles all steps required to produce bills for groups of residents.

It works by using billing lists of residents you set up in master files. The lists are defined by criteria such as time period, payor, and bill spec. When it's time to bill, all you do to is select a list, review its contents, identify any claims to be held or omitted, and hit the Process button. From there, One-Touch Billing:

- » Calculates charges
- » Generates bills and bill data
- » Creates paper and electronic output
- » Generates the Billing Report
- » Generates a Summary form Electronic Report
- » Gives you ability to edit UB data and reprocess the claims
- » Emails you when processing is complete

#### Coordination of Benefits

AR-Billing automates coordination of benefits among multiple payors. When you add residents, you use templates to set up their reimbursement profiles with information on all their eligible

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plans, including the order of payment. Following those rules, the software pro-rates the charges for each payor and produces the claims automatically. Charges not covered by one payor are passed on to the next.

### Retroactivity: Rebills and More

What do you do when you find out a resident has been approved for Medicaid after billing her as private pay? With AR-Billing, you simply change the primary payor to Medicaid in her reimbursement profile and retroactivity functions take care of the rest.

AR-Billing prepares a Medicaid claim and generates a GL journal entry that is posted to the current month with the appropriate service date. Retroactivity functions embedded throughout work in the background to make all the necessary changes. For example, AR-Billing's retroactivity features update YTD revenue, contractals, and resident days.

### Streamlined Medicare Billing

AR-Billing was updated for HIPAA-compliant electronic claims in the ANSI 5010 format and is used successfully nationwide for Medicare and Medicaid claims. It offers numerous features for Medicare regulations, such as residents in an ER at midnight.

AR-Billing tracks Medicare 100 days, automatically including leaves and hospital stays. If the level of care changes to non-skilled, it pushes charges to the resident's next payor.

When installed on a SQL database with NetSolutions clinical applications, data from MDS 3.0 for Medicare PPS billing is available in a page designed for billers. Updated for Change of Therapy assessments, this page includes data on billing periods, assessment type, assessment reference date, and RUG score. You can review MDS data or opt for it to flow automatically to claims.

### 270/271 Eligibility Interface

The NetSolutions 270/271 Interface will send a real-time query about a beneficiary's eligibility in the 270 format to CMS, Medicaid and other commercial payors through an eligibility vendor. The eligibility information will be returned in a 271 message that is sent back to your system through the eligibility vendor.

The 271 response will be translated and the information displayed in a readable report format in NetSolutions AR-Billing. The 270/271 Eligibility Interface is a separate purchase.

## Key Features for Billing

- » Complies with HIPAA Transaction Standards for electronic Medicare and Medicaid claims (ANSI 5010), remittance advice, and the National Provider Identifier (NPI) in each state
- » Supports Medicare Part B Therapy Cap and G-Codes, including billing with modifiers and G-codes, and tracking the cap by resident. Reports on therapy used and when cap exceeded
- » Generates Medicare No-Pay and Benefits Exhaust bills automatically per CMS rules
- » Consolidates bills automatically for residents on leave
- » Offers user-defined billing cycles by payor, such as weekly, biweekly, or early bills
- » Tracks ancillary fees for inventory and reporting
- » Automates contractual adjustments according to rules set up by your facility
- » Collects data on residents' hospital stays including leaves and discharge
- » Accommodates date-sensitive setup of ancillary items, including cost, price, and markup, with an HCPC/CPT code lookup

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- » Supports charging for both an apartment and a bed during the same time span
- » Bills for reserving beds as an option
- » Creates electronic bills for multiple payor types with same bill spec
- » Offers many options for processing that have been suggested by our clients
- » Supports calculating charges and producing bills and reports for the next billing period without closing the current period

#### Electronic Remittance Advice

AR-Billing accepts Electronic Remittance Advice in the HIPAA standard ANSI 835 format. Electronic remittance eliminates entering each line and manual reconciliation. Simply import the file. AR-Billing matches remits with claims and reports discrepancies. The Electronic Data Interchange feature pulls data from the 835 message and displays it in a readable format.

### Key Features for Efficiency

- » Integrates with NetSolutions ADT and MDS 3.0 to directly share resident information, census status. Data needed for Medicare PPS billing is displayed in a special page
- » Maintains separate lists of diagnoses sequence order for billing and clinical use
- » Supports multiple fee schedules for payors; can set up by copying and pasting schedules
- » Exports data to NetSolutions General Ledger and GL software from other vendors
- » Integrates with NetSolutions Insight dashboard for custom reporting and key indicators
- » Interfaces with acute care, pharmacy, and lab systems through HL7
- » Imports paper forms such as insurance cards using NetSolutions eDocuments
- » Makes across-the-board changes for prices and payor rates
- » Accommodates entering future month information without closing current month
- » Offers an easy process for posting receipts to the appropriate accounting period, preserving the aging of receivables
- » Provides one page for viewing a resident's complete account history
- » Interfaces with bar code systems to import ancillary charges
- » Supports multiple report writers with ODBC-compliant database
- » Verifies all deposits are in balance before close as an option
- » Provides a simple process for user at end-of-month closing
- » Supports multiple bank accounts
- » Offers features for apartments, such as maintaining guest lists, reservations, and generating one bill for a couple sharing an apartment

### Collections

Features added in 2013 to the Collections functions include expanded tools for reporting, a new summary page, collection letters, and extracting usable information from data messages.

**Electronic Data Interchange:** Sending electronic claims in the ANSI 837 format is a first step of the electronic revenue cycle. In response, payors send you messages, but extracting meaningful information is very difficult. This feature pulls out important data and displays it in a clear and readable format. The message formats are the 270/271 eligibility (separate purchase), claims submission (837), claim receipt acknowledgement (277, part of 837), and payment (835).

The **Collections Summary Page** pulls information you need to take action and view the current status in a highly efficient format. Use filters to select the time period, residents, payors/ plans, days outstanding, and amounts. Outstanding balances are displayed by resident, payor/ plan, and time period. Choose a payor/period to see charges, receipts, adjustments, and balances for your selection.

**Reporting:** An unlimited number of reports are possible. You can see all outstanding accounts for all residents for a specified payor. And you can review all collection activity for one resident across all that resident's payors. With the new report filters you can pinpoint collection data by number of days outstanding, days without payment, and balances.

**Letters:** Sending collection letters will be easier with features for building letter templates with variable fields that are automatically filled by information in your residents' records.

Other features include an Aging button to show real-time outstanding balances. Data such as payor phone numbers are on the page where you enter and view notes and schedule due dates.

### Flexible Chart of Accounts

The software's Chart of Accounts structure provides maximum detail and flexibility. You can set up the Chart of Accounts to track at the levels of facility, business unit (such as Alzheimer's wing), and a further subcategory of Product Line (such as a Certified Distinct Unit). Add more detail by using the Item position to define categories such as apartment and durable medical equipment.

### Batch Charge Interface Module

This optional module imports files of resident charges from third-party systems, such as those that use bar code technology to capture data including inventory items, therapy charges, and orders for pharmacy, x-ray, and lab. AR-Billing prepares a validation report on the batch file that can be viewed before the charges are posted to residents.

### Security

Security profiles of individuals and groups start with access to one or more facilities and provide password security at the levels of screens and menus. Access for each group also can be set by activity; such as adjustments, apply cash receipts, and calculate charges.

## Reporting

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### Custom Reports

With NetSolutions you can create custom reports that combine clinical and AR-Billing data and add your custom reports to the User Reports menu. Custom reporting also is available with Insight our dashboard software.

### Reports on Demand

You can specify sorting criteria and other variables such as time periods and residents, when generating reports. More than 100 standard on-demand reports are available, including:

**A/R Ledger:** Lists billing and account detail activity for all residents for a billing period.

**Resident Roster:** Resident information such as bed, admission date, payor or plan level of care, and private portion amount billed under Medicaid.

**Monthly Census:** Lists the payor and level for each day of the month for residents with a stay during the date range specified. Offers sort options.

**Ancillary Orders:** Detailed data on each resident's ancillary orders, including frequency, start/end dates, price, override and gross dollar amount.

- Resident Ledger:** Available from the Financial Snapshot without first calculating charges
- Adjustment Posting:** Lists all adjustments posted for a specific date range.
- Retro Adjustments:** Lists details of all retroactive changes performed during a specific date range.
- Ancillary Charge Summary:** Lists ancillary charges processed by payor type.
- Medicare Financial Log:** Lists Medicare Part A and/or B charges grouped by revenue code along with any payments made by the intermediary.
- Billing Recap:** Room and ancillary charges, advance billing, receipts, total billable days by payor.
- A/R Reconciliation:** Summarizes month's activity with beginning and ending balance. Sorted by plan within payor type.
- Journal Entry Summary/Detail:** Resident financial activity. Sales Journal and Cash Receipts Journal.
- Aged Ledger:** Displays detailed data used to generate period balances on the Aged A/R report.
- Aging by Month:** Lists resident account balances by payor, by aging category, with options to detail amounts over 180 days, run it only for discharged residents, display collection notes, and show charges, payments, and adjustments for total.
- Open Item Listing:** Shows outstanding receivable amounts with collection notes and resident's Medicare and Medicaid numbers.
- Collections Activity:** Shows the last collection note activity for any outstanding balances and includes current month payments posted.
- Collections by Payor:** Shows ending balances by AR period and receipt amounts (less resident funds) applied to ending balance after report end date.
- Routine Care Reconciliation:** Shows room and board by payor, plan, and level with gross charges, reimbursement amounts, and contractual adjustments. Shows GL accounts affected by bed charge activity.
- Profile Reports:** Displays data from resident and payor profiles such as Payor Bill Setup.
- Aged Outstanding Balances:** Lists resident receivable balances by payor/plan. Options include outpatients and discharged residents.
- Activity Log:** Lists all activity by date range, type of activity, and/or user ID. Use for auditing, monitoring staff activity, and identifying retraining needs.
- Insurance Aged Trial Balance:** Displays the aged accounts receivable balance for each account for each resident by payor type and plan for a particular A/R period, can extend to 360 days.

## System Information

NetSolutions AR-Billing is Web-based software, part of our complete .NET/SQL Server-based billing and clinical system. NTT DATA offers you a choice of self-hosting or our Private Cloud Services offering LTC a state-of-the-art data center, private cloud, and IT maintenance.

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## NetSolutions Care Plan

Using MDS 3.0, CAAs, two libraries of care plan language, and correlations with User-Defined Assessments and diagnoses, NetSolutions Care Plan provides an intuitive and efficient method for building a resident's individualized care plan as part of their EMR.

### Seamless Care Plan Process using MDS 3.0, CAAs, Diagnoses

With this NetSolutions application you begin a care plan by selecting from an online list of Suggested Problems. The problems are triggered by correlations between the NetSolutions MDS 3.0 Library and the resident's MDS 3.0 responses, CAAs, diagnoses, and User-Defined Assessments (UDA). Be sure to include problems identified at registration or before with UDA assessments such as Risk of Fall, Risk of Pressure Ulcer, and the Nursing History assessment.

If you are using a care plan library written by your facility staff, the software supports you in setting up correlations with that library to take advantage of the Suggested Problems feature.

As you select problems from the Suggested Problems list, you add goals and interventions from your library to build a care plan. You can also choose to enter care plan text into free-form fields or use a combination of methods.

#### Individualized Care Plans

Build a care plan efficiently using the Summary panel that displays all current or resolved problem complexes. It gives you tools to select and deselect multiple items from multiple libraries as you choose the set of items for each resident.

Asterisks in Care Plan statements prompt for individualization, such as body part or left/right. Maintain the care plan with one page that shows the complete care plan. Click on a problem, goal, or intervention and its complete text displays, ready for you to edit.

#### Care Plan Progress Notes

Add free-form notes to a resident's EMR to document progress related to a goal. Reference a care plan problem number for efficient retrieval and reference. Text from a previous note can be copied, pasted and edited for the current note. Spell check for accuracy. These notes, as well as the resident's problems and goals can be printed in a report.

### Key Features

- » Suggests problems based on correlations with the MDS 3.0 Quik Plan Library and CAAs, MDS 3.0 items, diagnoses, and items in User-Defined Assessments
- » Displays the full care plan in one page, details can be collapsed and expanded
- » Offers an MDS 3.0 library of pre-established care plan language (optional) and a built-in Medical Diagnoses library
- » Supports facility-defined care plan content to increase efficiency and standardization. These custom libraries may be exported to share with a sister facility

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- » Prompts you to add resident-specific information when creating care plans
- » Provides link to standard care plan protocols and guidelines at National Guideline Clearinghouse Website with option for facility staff to add more links
- » Documents care plan conferences including dates, attendees, and notes
- » Provides a Strengths window for adding positive resident information
- » Supports saving a partially completed care plan by using Pause and Resume buttons
- » Provides options for documenting and reporting resolved problems, goals, and interventions
- » Tracks events in the software such as edits and views with user and date
- » Captures statements made by residents and family members
- » Updates review dates automatically following review date intervals (30, 60, 90 days) that you set up. On-demand report lists goals due for review

#### Vitals for the EMR

Chart residents' vital parameters and notes with this feature of NetSolutions Care Plan and Physician Orders. Parameters include blood glucose level, weight, temperature, pulse, blood pressure, oxygen saturation, level of consciousness and respiration. It maintains acceptable ranges and alerts staff to values outside those ranges.

Data can flow to Vitals from RosieConnect devices using an optional interface.

#### Clinical Snapshot

NetSolutions is a resident-centered system that presents information efficiently and logically. For example, from the one-page scrollable Charting Snapshot you can connect to all areas of a resident's Electronic Medical Record. The Snapshot includes summaries of progress notes, assessments, the care plan, vitals, diagnoses, and allergies. Click on a link to open source data.

## Medical Diagnoses Library, Links to Practice Guidelines

NetSolutions Care Plan includes a built-in Medical Diagnoses library to assist in creating comprehensive care plans. Browse the library of 60 diagnoses and select from the library of pre-defined goals and interventions that are available for you to add to the resident's care plan. The Library Assistant feature prompts you to add language that individualizes each statement.

As you complete a care plan, the software offers links to external Websites that provide additional care planning information and guidelines. A link has been set up to DHHS' National Guideline Clearinghouse, a public resource for evidence-based clinical practice guidelines. NetSolutions supports setting up additional links.

## MDS 3.0 Quik Plan Library

With the MDS 3.0 Quik Plan Library you can build care plans by using pre-established statements as the foundation for individualized plans. The library offers complete problem complexes, formed by adding measurable goals and interventions to each problem statement. The MDS 3.0 Quik Plan library is purchased separately from NetSolutions Care Plan.

All problem complex statements can be customized easily, to reflect facility-specific practices.

The MDS 3.0 library of Problem, Goal, and Intervention statements includes correlations between problem statements and CAAs and MDS 3.0 items.

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#### To Learn More

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Contact us at  
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[Jill.Moore@nttdata.com](mailto:Jill.Moore@nttdata.com)  
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Click the Suggested Problems link when you start the care plan for a list of the problems triggered. Select problems from the list and complete the care plan by selecting and individualizing statements of goals and interventions.

You can edit the correlations between care plan problems and MDS items, diagnoses, CAAs, and User-Defined Assessment items built into the library to suit your facility's standards. The library includes approximately 168 problems with accompanying goals and approaches. You can view and print the problem correlations in a master report.

## Reporting

NetSolutions generates reports and worksheets based on the care plan that help staff carry out plans of care and document care delivered. Standard on-demand reports include:

**Nursing Kardex:** A reference tool for direct-care providers, it clearly describes how much support a resident requires with Activities of Daily Living based on MDS responses that are imported automatically from NetSolutions MDS 3.0 software.

**Care Plan:** Complete text of the problem, goals, and interventions.

**Documentation Records:** Monthly schedules for each discipline to document care plan interventions. Create custom charting records for specific areas, such as a UTI record.

**Acuity Report** by Client, by Discipline

**Acuity Summary** by Client, by Discipline

Conference Report

Goals Due for Review

Goals Resolution

Interventions

Problem Summary

Suggested Problems

### Continuity of Care Documents and One-step Transfer Reports

The Health Record feature packages resident information into a single file that can be shared with other health care providers. The feature adds data to the file according to the time range and items you select, such as MDS 3.0 assessments, allergies, diagnoses, physician orders, immunization record, vital signs, progress notes by category, and care plan. The data is generated as a report that can be saved in pdf format or as a Continuing Care Document in xml.

Generate individual reports quickly to send with a resident at transfer with the Transfer Reports link on the Clinical Snapshot. Reports available are the Face Sheet, Physician Orders, eMAR/ eTAR, Vital Parameters, Progress Notes, MDS 3.0 Comprehensive or Quarterly, and Diagnoses. Reports also can be exported as pdfs and emailed.

#### To Learn More:

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# Continuity of Care Documents in Long-Term & Post-Acute Care

*NetSolutions supports you and EHR... import, create, and export CCDs*

The Continuity of Care Document will be how many Long-Term and Post-Acute Care providers begin sharing patient information electronically and start using Electronic Health Records (EHR). An important part of EHR is defining the patient information to be shared. Today, Continuity of Care Documents (CCD) fill that role.

The CCD, in the encrypted xml format, has emerged as a standard format for health records. NetSolutions supports LT-PAC providers' in importing, creating, and exporting the CCD.

CCDs can contain information such as a resident's primary language, insurance, allergies, diagnoses, medications, vital signs, advance directives, and immunizations.

## Importing CCDs

Using NetSolutions eDocuments, you can import a CCD in xml and display it in a readable format.

## Exporting CCDs

The HITSP C32 CCD format is a recognized standard for the transmission of health record data. NetSolutions is able to generate the CCD version C32 per the published standard.

If the facility where a resident is being transferred can receive a

continued

## Continuity of Care Document for LT-PAC Providers

**Good Health Clinic Continuity of Care Document**

<b>Patient</b>	Henry Levin		
<b>Date of birth</b>	September 24, 1931	<b>Sex</b>	Male
<b>Contact info</b>	address not available	<b>Patient IDs</b>	995-755-855
<b>Document id</b>	db734647-fc99-424c-a064-7e3c0a32e703		
<b>Document Created</b>	April 7, 2000, 13:00:00 +0500		
<b>Performer (primary care physician)</b>	Dr. Robert Dolin of Good Health Clinic		
<b>Author</b>	Dr. Robert Dolin, Good Health Clinic		

**Table of Contents**

- Summary Purpose
- Payers
- Advance Directives
- Functional Status
- Problems
- Family history
- Social History
- Allergies, Adverse Reactions, Alerts
- Medications
- Medical Equipment
- Immunizations
- Vital Signs
- Results
- Procedures
- Encounters
- Plan

**Summary Purpose**  
Transfer of care

**Payers**

Payer name	Policy type / Coverage type	Covered party ID	Authorization(s)
Good Health Insurance	Extended healthcare / Self	1444a520-7aac-11db-9fe1-08002009a66	Colonoscopy

**Advance Directives**

Directive	Description	Verification	Supporting Document(s)
Resuscitation status	Do not resuscitate	Dr. Robert Dolin, Nov 07, 1999	Advance directive

**Functional Status**

Functional Condition	Effective Dates	Condition Status
Dependence on cane	1998	Active
Memory impairment	1999	Active

**Problems**

Condition	Effective Dates	Condition Status
Asthma	1950	Active
Pneumonia	Jan 1997	Resolved
*	Mar 1999	Resolved
Myocardial Infarction	Jan 1997	Resolved

This sample Continuity of Care Document shows how a CCD imported in xml format with NetSolutions eDocuments could display in your system.

CCD in xml, NetSolutions can create a CCD that can be sent electronically. If not, a custom Health Record can be sent in pdf format that can be opened with free Adobe software.

### Health Record from NetSolutions

NetSolutions' Health Record feature packages resident information that you select into a single file that can be shared with other health care providers.

To add information to the Health Record file you simply check a time range and items, such as:

- allergies
- diagnoses
- physician orders
- immunization record
- vital signs
- progress notes by category
- plan of care contents
- resident annotations
- assessments (MDS 3.0, user-defined)
- uploaded documents

The data is generated as a single report that can be saved in pdf format or as a CCD in xml.

You select the contents to include in the Health Record file. For example, only data related to a certain diagnosis could be appropriate for a physician consult. But if the resident is transferring to another LTC facility or you are preparing for a power outage, the full record, including MDS assessment would be appropriate.

With the Health Record Disclosure feature you document the date, purpose, description, and recipient of protected health information. The file can be accessed later from a Summary window.

### Disclosing Patient Information

NetSolutions records residents' permission to share their Protected Health Information (PHI) with other health care providers through Health Information Exchange organizations. If a resident refuses consent, facility staff enter the response in NetSolutions and the system automatically flags their files for exclusion.

The HIPAA Privacy Rule includes gives patients the right to a listing of all disclosures of an individual's

PHI made by the facility or its business associates for up to six years previous.

To comply with that rule, NetSolutions includes the ability to report on specific information disclosed to a resident's associated providers.

### Share MDS Data with Health Information Exchanges

NetSolutions can offer an interface that exports a resident's MDS 3.0 data with the resident's permission, from NetSolutions to a third-party system.

That system imports the MDS 3.0 data and maps it to populate CCDs residing in Health Information Exchanges (HIE).

In a HIE, the resident's information is available to authorized providers participating in the HIE, such as physicians, home health agencies, and hospitals.

*This paper is provided by NTT DATA Long Term Care Solutions, Inc. for informational purposes only. It is not intended and should not be construed as legal advice.*

#### About NTT DATA

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Visit [www.nttdata.com/america](http://www.nttdata.com/america) to learn how our consultancy, projects, managed services, and outsourcing engagements deliver value for a range of business and government agencies.

## NetSolutions Exchange Platform for Unlimited Interoperability

NTT DATA offers you unlimited possibilities for connecting your NetSolutions system with healthcare partners for data sharing that is secure and seamless. Our powerful, cloud-based healthcare integration platform can exchange inbound/outbound data in any format for Long-Term Care providers.

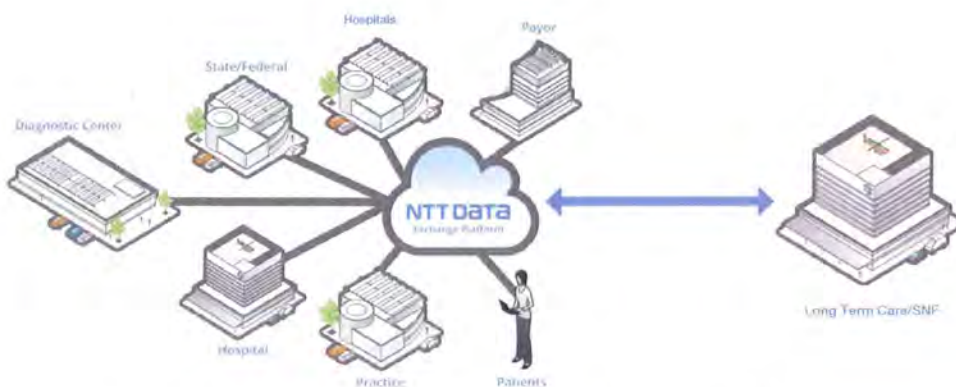
### EHR Connections Today

NetSolutions is certified EHR Technology for LT-PAC, meeting stringent interoperability and security requirements. Combined with our Exchange Platform we can offers you connections to:

- » Healthcare partners: hospitals, home health care, other LTC facilities, pharmacies
- » Diagnostic companies for results
- » Continuing Care Documents in the standard format
- » Health Information Exchanges
- » Third-party vendors

### About the NetSolutions Exchange Platform

NTT DATA built on its long history of delivering electronic connections through HL7 and NCPDP, when it acquired global exclusive rights to InteHealth, Inc.'s innovative technology applications and solutions. InteHealth's singular focus was to advance the quality of healthcare for all by delivering integrated healthcare information solutions.



**NTT DATA offers a powerful, cloud-based healthcare integration platform that seamlessly connects multiple healthcare information systems.**

### The NetSolutions System

#### Revenue Cycle Management

- » AR-Billing
- » Resident Funds
- » General Ledger, Accounts Payable

#### Electronic Medical Record

- » MDS 3.0
- » Care Plan
- » Progress Notes
- » Therapy
- » User-Defined Assessments
- » Wound Management

#### Medication Management

- » eCharting, eMAR
- » Drug Interactions
- » Physician Orders
- » ePrescribing

#### Documentation Management

- » Incident Reporting, Infection Control
- » eDocuments
- » Test Results

#### Communications

- » Insight Dashboards
- » Point of Care
- » CareConnection
- » eAssignment and Messaging

Long Term Care/SNF

Long Term Care/SNF

## Flexibility of the NetSolutions Exchange Platform

The NetSolutions Exchange Platform is flexible – able to address your organizations' unique requirements. It can connect you to laboratory and radiology companies for test results, to hospitals for patient information exchange, to home health agencies, other LT-PAC facilities, and more. Let us know what you're thinking, we welcome the opportunity to make your thoughts reality.


Our platform includes many data maps and our open architecture means we can connect to any system, any time. As new EHR initiatives are introduced to your community, your integration will remain seamless. Data can be exchanged in any format, including standards such as HL7, CCD, CDA, CCDA, PDF, ASCII, and XML. If systems change or new ones are added, you can be assured there will be no interruption in service.

## Diagnostic Test Results

NetSolutions eResults software connects your system with radiology and laboratory companies through our Exchange Platform.

The diagnostic companies send results to your NetSolutions EMR, eliminating the fax machine in the process. In addition to increasing access and efficiency in viewing results, the software uses the data to give you graphs and trending information.

An icon in the navigation bar and Snapshot shows you if new results have arrived. Click on it to open a summary page with the latest and previous results. You can generate reports and identify trends by selecting specific results to view in a graph.



View a resident's lab results along with helpful information including in range, out of range, reference range, and unit of measurement.

TEST	IN RANGE	OUT OF RANGE	REFERENCE RANGE	UNITS
PROTHROMBIN TIME (PT)				
INTERNODIOL				
ALKALINE PHOSPHATASE (ALP)	5.8 U	2.5 U		U/L
ALBUMIN	3.8 G	2.8 G		G/L
COMPLETE BLOOD COUNT (CBC)				
WBC	10.8	4.1	4.1 - 11.1	X10 <sup>9</sup> /L
RBC	3.45	3.58	3.58 - 5.10	X10 <sup>12</sup> /L
HEMOGLOBIN	10.4	12.0	12.0 - 16.0	G/L
HEMATOCRIT	33.1	36.4	36.4 - 44.0	%
MCV	92	90	90 - 100	fL
MCH	28.9	27.8	27.8 - 32.0	pg
MCHC	31.9	32.4	32.4 - 36.0	g/dL

## Continuing Care Document

The Continuing Care Document (CCD) has emerged as a standard format for electronic health records. NetSolutions supports LT-PAC providers' in importing, creating, and exporting the CCD. You can create a CCD using a built-in feature of NetSolutions.

CCDs can contain information such as a resident's allergies, diagnoses, medications, vital signs, advance directives, immunizations, primary language, and insurance. Each time you create a CCD NetSolutions will populate it with the most current data.

The CCD can be created in an XML format and shared electronically through an existing interface or one built with the NetSolutions Exchange Platform. If the facility where a resident is being transferred can receive a CCD in xml, NetSolutions creates a CCD that can be sent electronically. If not, the CCD can be saved in pdf format that can be emailed and opened with free Adobe software.

## EHR Certification and Meaningful Use

NetSolutions has been certified as Electronic Health Records (EHR) Technology for LT-PAC, additionally certified for Skilled Nursing by CCHIT. It meets all the current LT-PAC EHR criteria set in 2011. Those criteria included requirements for ordering diagnostic tests and receiving results, medication prescribing and ordering, immunization management, health record output, and security.

Long-Term and Post-Acute Care are currently excluded from the Meaningful Use incentives. Should that change, NetSolutions is in an excellent position to meet any additional objectives through NetSolutions and the NetSolutions Exchange Platform. NTT DATA has extensive experience meeting MU requirements for its clients using its Optimum system for acute care providers.



CCHIT® certification gives you an objective way to select LTPAC software that is secure, complete, and ready for Electronic Health Records.

## Share MDS Data with Health Information Exchanges, RHIOs

NetSolutions Exchange Platform offers an interface that exports a resident's MDS 3.0 data, with the resident's permission, from NetSolutions to a third-party system.

That system imports the MDS 3.0 data and maps it to populate CCDs residing in Health Information Exchanges (HIE). In an HIE, the resident's information is available to authorized providers participating in the HIE, such as physicians, home health agencies, and hospitals.

## Third-Party Vendor Interfaces

NTT DATA has a best-in-class approach to providing software solutions to meet our clients' needs and preferences. We focus on making our comprehensive core NetSolutions financial and clinical applications the best in the business. And we work with companies that specialize in specific areas to be sure you have maximum efficiency and ease of use.

We have interfaces with vendors offering the following services. [A full list is available on our Website.](#) We are happy to discuss building interfaces to additional vendors through the NetSolutions Exchange Platform.

- » Vitals Capture
- » Disease Management Protocols
- » Point of Care
- » MDS External Analysis
- » Therapy Management
- » Wound Care Management
- » Dietary Management

### To Learn More

Contact an NTT DATA LTC Solutions representative to discuss how our offerings would work for your organization.

Contact us at  
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800-426-2675

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## Clinical Decision Support - Medications

Information on medications, including Drug Interactions, Black Box Warnings, Clinical Teaching, Patient Education, and Drug Summary

### Medication Information When and Where It's Needed

By providing critical information on your residents' medications, NetSolutions Clinical Decision Support reduces risk of error in Long-Term and Post-Acute Care. It gives you instant access to information on medications at order entry, medication administration, when discussing the medication with a resident, and when the resident discharges.

- » Black Box Warning. You can access Black Box Warnings from eMAR or the Order Entry screen with a link to the Clinical Knowledge database. These warnings are required to be available when administering meds. Online warnings replace hard copies nurses currently use.
- » Drug Summary includes dosage, contraindications, warnings, interactions, adverse effects and other information that you can link to from eMAR or the Order Entry screen
- » Clinical Teaching. Items to discuss with patients during medication administration, such as side effects. Reach it through a link from eMAR or the Order Entry screen
- » Drug Interactions. Anytime a new medication or allergy is entered in Physician Orders it is automatically checked against all active medications, and findings are displayed.
- » Patient Education. Information written for the consumer for use at discharge or on demand

### Drug Summary

The Drug Summary section includes a wealth of information on each medication organized in these topics:

- » Dosing and Indications
- » Contraindications
- » Precautions
- » Drug Interactions: Contraindicated, Major, Moderate
- » Adverse Effects: Common, Serious
- » Name Information: U.S. Trade Names, Class Registration Status, Generic Availability
- » Mechanism of Action
- » Administration / Monitoring
- » How Supplied
- » Toxicology: clinical effects, treatment of exposure, range of toxicity

### Drug Interactions

This application screens medications for the interactions you select in your facility's master setup. Your choices include:

#### The NetSolutions System

##### Revenue Cycle Management

- » AR-Billing
- » Resident Funds
- » General Ledger, Accounts Payable

##### Electronic Medical Record

- » MDS 3.0
- » Care Plan
- » Progress Notes
- » Therapy
- » User-Defined Assessments
- » Wound Management

##### Medication Management

- » eCharting, eMAR
- » Clinical Decision Support - Medications
- » Physician Orders
- » ePrescribing

##### Documentation Management

- » Incident Reporting, Infection Control
- » eDocuments
- » Test Results

##### Communications

- » Insight Dashboards
- » Point of Care
- » eAssignment and Messaging



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- » Drug – Drug interaction
- » Drug – Allergy interaction
- » Drug – Lab interaction
- » Drug – Disease interaction
- » Drug – Food alerts
- » Therapeutic duplication
- » Ingredient duplication

Your facility selects one, some, or all of the above as default screenings. You also can choose a severity level for the screening, such as moderate or higher, contraindicated, major or higher, minor, or all. For a specialized screening, such as lab interactions, you can run a separate report.

Anytime a new medication or allergy is entered, the system checks it against all active medications. You also can screen drugs on demand and at the point of administration with NetSolutions eMAR.

### Allergies

All resident allergies are treated as contraindications. When you add or edit an order and the resident has an allergy interaction, a summary report displays with the contraindication text in red. To continue adding the order, you must enter override information.

An allergy database with search function is included. Access to the master list is protected by password to control ability to edit the list.

The module checks against allergies entered in the system using allergy codes that you can select from a drop-down list.

### Patient Education

Use the Patient Education information included with the application to improve your process for providing medication information to residents at discharge or on request. The information is written for the consumer in text that is easily understood. The reports give a summary list of medications and full details, including:

- » Directions for use
- » Brand names
- » Purpose of drug
- » When not to use the medication
- » What to do if a dose is missed
- » How to store and dispose
- » Drugs and foods to avoid
- » Warnings while using medication
- » Possible side effects

## System Requirements

With NetSolutions Clinical Decision Support you connect from NetSolutions to the Redbook system through the Internet (or it can be housed on your system). It requires use of the current release of NetSolutions Physician Orders including the complete NDC Library.

#### To Learn More

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## NetSolutions eAssignment and Messaging

### Messaging for alerts, managing tasks, and sharing information in Long-Term and Post-Acute Care

NetSolutions eAssignment gives you triple value – it is an internal message system that improves communication, manages tasks, and scans your NetSolutions system, alerting you to changes in resident condition that need your attention.

### Messages generated by people and by software triggers

NetSolutions eAssignment adds electronic communication to your Electronic Medical Records (EMR), replacing less efficient ways of reaching individuals and groups of coworkers, working in different parts of the building, on different shifts, and whether you know their name or not.

eAssignment helps improve quality of care by scanning EMRs for triggers of events such as infection type occurring, change in level of care, and when lab and x-ray tests are due. With eAssignment, you'll never be the last to know about important resident-centered changes.

It's a complete system for assigning and managing tasks, including your own to-do list, with the ability to add dates, comments, sub-tasks, and completion status.

### Internal Message System for More Effective Communication

eAssignment gives LTC providers a specialized internal email system that improves your current processes for communicating among employees. You'll rely on your eAssignment inbox to stay on top of the smooth running of all aspects of resident care. Access it anytime anywhere from Windows computers, laptops, and tablets connected to your network.

#### Key Messaging Features

- » Assists in creating messages with drop-down lists for recipient, resident, type of message, software user, and due date/time. Indicate whether the message is regarding a resident or general. If it's a resident, the subject line displays the resident's name and ID number
- » As you compose a message you can open a message history and attach an eDocument
- » Shows at a glance when a new message arrives with an icon next to the menu selection. Unread messages in the Inbox are bolded
- » Notifies when another user has acted on the message, changing its color in the Inbox. When a message is completed, it turns green
- » Supports sending messages to staff by their position instead of their name, including location and shift, for example Charge Nurse, nights, Building A, Station N. Send messages to groups set up for your facility such as nursing, social services, and maintenance
- » Supports messaging among individual users, groups, and positions
- » Provides option of forwarding all messages and alerts to other staff
- » Escalates a message automatically by sending it to other/s following setup instructions

### The NetSolutions System

Revenue Cycle Management

- » AR-Billing
- » Resident Funds
- » General Ledger, Accounts Payable

Electronic Medical Record

- » MDS 3.0
- » Care Plan
- » Progress Notes
- » Therapy
- » User-Defined Assessments
- » Wound Management

Medication Management

- » eCharting, eMAR
- » Drug Interactions
- » Physician Orders
- » ePrescribing

Documentation Management

- » Incident Reporting, Infection Control
- » eDocuments
- » Test Results

Communications

- » Insight Dashboards
- » eAssignment and Messaging
- » Point of Care



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## Task Management

eAssignment supports sending task assignments from your Inbox in the same way you would send a message. For tasks, you complete additional fields for type of task, description of task, and due date/time.

As steps are taken on the task, the recipient can reply with an update such as "checked with Ms Johnson, she reports no pain." When a task is complete, click the checkbox and enter the date. That will trigger a message to be sent to the originator and change the font color to green.

Create your own to-do list, by sending yourself tasks and editing them to document your progress. Organize your Inbox by sorting messages by resident, staff assigned, and message type.

## System-generated Messages and Alerts

To create system-generated messages, eAssignment scans NetSolutions clinical applications, looking for software activity that matches scenarios and dates set up in master files, such as an MDS 3.0 due date, assessments to be completed at admission, late medication, PRN charting not entered, and an incomplete progress note. When one of these triggers occurs, eAssignment automatically sends a message following setup instructions.

The instructions can include when to send the message (number of hours past designated time), who to send it to (individuals and/or groups), and whether to send copies to other staff.

### Escalating Messages

When you set up a trigger message you can include an acceptable time period for completion. If a message signifying completion is not sent within that limit, eAssignment can automatically escalate the task by sending it to a different staff member.

## Alerts triggered by actions in Electronic Medical Records

eAssignment scans these NetSolutions applications: ADT, Physicians Orders, eCharting with eMAR, User-Defined Assessments, IPN, Care Plan, Vitals, Interdisciplinary Progress Notes, Quality Assurance with Infection Control and Incident Reporting, and MDS 3.0.

### ADT (Admit Discharge Transfer) - for Census Changes

Facility staff set up if and to whom eAssignment should send messages when the following occurs:

- » an admission, discharge, or bed hold happens
- » a diagnosis is added or resolved for a resident
- » a newly admitted resident needs a UDA admission assessment completed
- » change in level of care or location

### Physician Orders & eMAR - Tracking Lab and X-ray Orders

In the NetSolutions system, orders for medications, treatments, lab tests, and x-ray images are entered in Physician Orders software. eAssignment scans for triggers that have been set up and sends alerts, such as for late medications and PRN charting not done.

It also can be used to set up triggers for due dates for lab collection, x-ray image, lab result, and x-ray result. If the expected elapsed time is exceeded, eAssignment will send an alert. If an order entry is paused, eAssignment will notify after a specified elapsed time.

#### To Learn More

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## MDS 3.0

eAssignment can notify staff of an upcoming assessment, past due assessment, and Significant Change assessment. When an MDS 3.0 completion date (Z0500B) is entered, eAssignment automatically checks for improvement or decline in two or more areas of MDS 3.0 or CMS 672-802 forms, following the F274 Significant Change guidelines.

## User-Defined Assessments (UDA)

If certain assessments are associated with admission, eAssignment will send a message when a resident is admitted. And it can notify staff when a UDA assessment type includes entries for followup that is upcoming, due, and past due.

## Vitals Signs

NetSolutions maintains baseline and minimum/maximum values for residents' vital signs. eAssignment scans the system as vitals are entered and sends messages if the minimum/maximum have been exceeded for weight, height, temperature, pulse, blood glucose, respiration, blood pressure, oxygen saturation, and level of consciousness.

## Interdisciplinary Progress Notes (IPN)

In the IPN (Interdisciplinary Progress Notes) application, eAssignment will be looking for the entry of certain categories of notes, such as Pressure Ulcers, Falls, Dental Care, and Dehydration. When one is entered, eAssignments sends a message to the people and/or positions designated.

## Quality Assurance

Triggers can be set up for each type of Infection and Incident. For example, in the Infection Control module, messages trigger when an event occurs, a report is complete, and an infection is reported to outside agencies. Triggers for Incident reporting include event occurrence, report complete, and reported to outside agencies.

## Reports

The following on-demand reports are available in the initial release of eAssignments:

**eAssignment Task report:** a list of tasks assigned showing originator, the resident (one, some, all), the recipient (one, some, all), group of staff or type (such as care plan, MDS due), date and time, and whether completed.

**eAssignment Quick Print report:** a method for printing the current task displayed on the screen. It can also print all open messages.

**eAssignment Inactive Users report:** Identifies any messages for outstanding tasks assigned to users who are no longer active.

## Next Steps

NetSolutions eAssignment is scheduled for release in Fall 2013. For more information, please contact your Sales Representative or Sales at 800-426-2675 or [www.nttdataltc.com](http://www.nttdataltc.com).

### To Learn More:

Contact an NTT DATA LTC Solutions representative to discuss how our offerings would work for your organization.

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### About NTT DATA

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## NetSolutions eCharting

### Includes eMAR / eTAR for paperless point-of-care documentation

NetSolutions™ eCharting brings Long-Term and Post-Acute Care providers a point-of-service method of documenting care. It includes an eMAR and eTAR to improve accuracy and efficiency in charting medications, treatments, and vitals while making the information instantly available to residents' Electronic Medical Records (EMR).

eCharting is part of the integrated NetSolutions Electronic Medication Management system that includes ePrescribing, Drug Interactions/Patient Education, and Physician Orders.

With eCharting, new orders and updates are available to the eMAR/eTAR in real time – ready for the next session. New orders are color coded. Drug interaction warnings are available in eMAR when NetSolutions Drug Interactions software is installed. This software replaces end-of-month turnover and paper versions of the MAR (Medication Administration Record) and TAR (Treatment Administration Record).

### Point-of-Service Computing

Connect to NetSolutions eCharting on the medication cart, at the bedside, in the dining room, or anywhere it's needed when you use a tablet PC with a wireless connection to your facility's network. Wireless technology makes charting information available to the network in real time.

Point-of-care data can be secured through software passwords as well as hardware devices such as biometric thumbprints and card scanners.

As a Web-based product, NetSolutions can be accessed through the Internet or your intranet. Authorized physicians and staff can check on a resident's status anytime, anywhere.

### How Does the eMAR/eTAR Work?

The first step in preparing for a medication session is to build a list of residents using these criteria: location, shift, pass time, and route(s) of administration. eCharting reads the data from NetSolutions Physician Orders and assembles resident orders that meet the criteria. It gives you the option of further sorting by name, location, or odd/even rooms.

Next an eCharting page for the first resident in the session is displayed, showing the orders including PRN orders if selected (sample on page 4). Boxes are color coded to highlight orders that are late, new (color-coded for the first 72 hours), due during this session, due in an upcoming session, and held.

As the session begins, simply click the Yes box for each medication/treatment administered and the box turns white. If an order is held, check No and document the reason. For orders flagged to require a vitals check or documentation, the system displays the appropriate window.

If you notice that a medication supply is low, click the Reorder button to add your request to the order processing system.

### The NetSolutions System

Revenue Cycle Management

- » AR-Billing
- » Resident Funds
- » General Ledger, Accounts Payable

Electronic Medical Record

- » MDS 3.0
- » Care Plan
- » Progress Notes
- » Therapy
- » User-Defined Assessments
- » Wound Management

Medication Management

- » eCharting, eMAR
- » Drug Interactions
- » Physician Orders
- » ePrescribing

Documentation Management

- » Incident Reporting, Infection Control
- » eDocuments
- » eResults

Communications

- » Insight Dashboards
- » Point of Care
- » eAssignment and Messaging



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After a resident's medication/treatment pass is complete, click for the Next/Previous resident or a specific resident in the group. You can use barcoding to navigate to another resident. The system alerts you to any orders missed for the previous resident.

When the session is complete, the system displays a summary page with statistics for the session including start, end, and elapsed time; PRN orders; totals for residents, delivered medications and treatments; plus any held, late or missed orders. Drill down on each statistic for a list of residents, treatments, and medications.

## Advantages of eMAR / eTAR

### Notes Shared with the EMR

You can flag any order to require documentation at the time of delivery. Charting may also be required for orders that are late, missed, held, or PRN. Those notes are shared with NetSolutions Interdisciplinary Progress Notes with an appropriate category and become part of the resident's electronic medical record.

### Orders Updated in Real Time

New orders and updates are available to the eMAR/eTAR in real time – ready for the next session. New orders are color coded for the first 72 hours. Drug interaction warnings are available when NetSolutions Drug Interactions software is installed.

### Handles PRN Orders

You have the option of displaying PRN orders on the session page. If none are needed, you do nothing. A history of past PRN administrations is at hand. When a PRN order is delivered, the system prompts for required documentation. You have the option to attach a vitals check and requirement for co-signatures.

After a session is complete, a PRN Results window is available in NetSolutions Physician Orders for documenting the outcome of PRN medications/treatments delivered. A summary of previous PRN administrations is in the same window.

### Vitals Charting Connected to Orders

Orders may be flagged to require a specific vitals check of weight, temperature, pulse, respiration, blood pressure, oxygen saturation, and/or blood glucose. The results and any text notes are automatically shared with the Vital Parameters area and with Progress Notes, in a note associated with the specific order delivery.

### Lab and X-Ray Orders

eCharting includes orders for lab and x-rays in session lists per the orders entered in Physician Orders. In an eMAR session, staff can be reminded to prepare the resident for the test or x-ray and chart their actions. Results can be recorded, similarly to charting PRN results.

### Barcoding Identification

In addition to the photo on the eMAR page you can verify a resident's identity by using barcoding technology to scan a resident's barcode, for example on a bracelet.

### Complete Information at a Glance

Resident information always appears at the top of eCharting orders pages, including date of birth, gender, physician, allergies, advance directive, and any nursing alert. A list of diagnoses is a click away. Information Orders, such as "crush medications" are available in a dropdown list. Medications can be shown as "Pulled" to assist if the nurse is interrupted during the pass.

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### Corrections

A correction feature maintains the integrity of the EMR. If an order is checked Yes in error, when it is checked No, a window displays to document the change. The correction note is linked to the delivery, and stored in the eMAR/eTAR and Progress Notes.

## Key Features

- » Eliminates end-of-month turnover by keeping orders current online
- » Connects the eMAR with Physician Orders and ePrescribing for medication reorder requests
- » New orders, including PRN, are displayed in blue in the eMAR for the first 72 hours
- » Reads barcoding to navigate to resident data and to identify residents
- » Displays drug interaction warnings when NetSolutions Drug Interaction software is installed
- » Supports flagging a medication/treatment order to require a specific vitals check
- » Displays informational physician orders, such as crush medications, on eMAR
- » Identifies medications/treatments delivered late, according to administration times you set up. Reports may be prepared on late orders
- » Alerts automatically about missed orders
- » Links an electronic photo to an order to illustrate a resident's condition, such as a wound, rash, pressure ulcer. Photos are available during the session, including date and descriptive text
- » Provides a one-step procedure for holding all medications for a resident. Requires documentation of held orders for the EMR
- » Displays Nursing Alert text on the eMAR page with orders due to be administered
- » Supports the option to require two signatures at medication pass.
- » Provides an automatic date stamp and identifies the caregiver for each order delivered
- » Time values for delivering medications/treatments can be shown as a specific time, shift, or range such as early AM. Orders can be shown as Stat and one-time
- » A resident's history of order administration is available from the eMAR
- » Prepares a summary page automatically with data on medications and treatments administered in a session. Each statistic is hyperlinked to lists of residents, medications and treatments, included in each category

## Reports

Standard reports that may be viewed online or printed:

**eMAR and eTAR:** the completed Medication and Treatment reports show vital parameters and initials of staff who administered the medication/treatment

**Corrections Report:** list of notes correcting charting information, showing date, time, and caregiver

**Descriptive Text Results:** notes entered for vitals, held meds, and other documentation

**Late Orders:** orders that have not been documented

**PRN Results:** list of PRN orders delivered with documentation of the outcomes

**Resident Barcodes:** List of residents' HR number barcodes so you can scan a barcode to bring up their eCharting page

**Session** - summary and detail reports showing order totals in several categories

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**Transaction Report:** generates an unlimited number of report combinations, such as how many PRN Acetaminophen were delivered in a day, residents who received specific medications, and orders administered late. You can save your criteria to re-run a report.

**Upcoming Meds/Treatments:** residents with orders due in an upcoming time period, shift, or pass

## System Requirements

The implementation of an eMAR, point-of-care system requires:

- » NetSolutions eCharting, Physician Orders, and the full NDC library
- » Wireless network in the facility
- » Portable PC for each medication cart, such as a laptop or tablet PC
- » Medication carts that accommodate PCs, external batteries, and power access for recharging
- » For security and convenience, PCs with a biometric identification or card-swipe capability

NetSolutions system requirements are posted on the [NTT DATA LTC Solutions Website](#).

## eMAR Session Page

Complete information on a resident's medication sessions is available from this window.

Boxes are color coded to highlight orders that need attention. When clicked Yes, the box turns white.

The screenshot displays a web-based interface for medication management. It features a header with user information and a main table listing medication orders. Each row in the table includes details such as medication name, dosage, and frequency. The status of each order is indicated by a colored box: red for attention needed, green for pending, and white for completed. A 'Yes' button is present at the end of each row, which, when clicked, turns the status box white.

To Learn More  
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## NetSolutions eDocuments

### Import electronic documents and images to a resident's EMR

With NetSolutions eDocuments you can add files to a resident's electronic record and organize them for maximum efficiency. You can upload:

- » Scanned documents such as lab results, prescriptions, and insurance cards
- » Images and photos
- » Electronic files attached to email
- » Continuity of Care Documents (CCD) in XML and display in a readable format

Upload any binary file, including a Word doc, pdf, jpg, gif, and bmp

### Electronic Document Management

NetSolutions eDocuments provides a system that stores, indexes, accesses, and retrieves electronic documents imported to the resident's medical and financial records.

Files are easily retrieved from a pop-up eDocuments window that opens above the page where you're working. From that page you can import, view, and delete files indexed to the resident. You open this page from links on the main menu, Snapshots (ADT, Clinical, and Financial), progress notes, care plan interventions, physician orders, and the eMAR.

After importing an eDocument to the resident's record you can further improve its usability by attaching it to a progress note, care plan intervention, or order using the associated NetSolutions application.

### EHR Tool: Continuity of Care Document

eDocuments is an important tool in Electronic Health Records, giving LTC providers the ability to receive patient information securely from sites such as hospitals and physician offices in a Continuity of Care Document (CCD) sent in the industry-standard XML format.

Import the CCD to a resident's record the same as you would other documents. The CCD includes basic demographic information and optional sections about the patient's medical condition and history. With eDocs the CCD is displayed in a readable format and only sections that contain data display. We're in the early days of EHR and more capabilities are scheduled to be added.

### How eDocuments Works

To import a file into NetSolutions, start by using the Browse feature in eDocuments to locate a file on your network or hard drive and import it to a resident's record.

The system automatically date stamps the imported file. Next, you select a file type from a drop-down list of types, such as medical power of attorney. Based on type, and your facility's setup, the system will insert the eDocument into the correct folder such as Advance Directives.

#### NetSolutions System

Revenue Cycle Management

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Electronic Medical Record

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- » Therapy
- » User-Defined Assessments
- » Wound Management

Medication Management

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- » Drug Interactions
- » Physician Orders
- » ePrescribing

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- » Incident Reporting, Infection Control
- » eDocuments
- » eResults

Communications

- » Insight Dashboards
- » Point of Care
- » eAssignment and Messaging



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The type of file becomes the file name, following your facility's standard – you don't have to choose a name or remember naming rules.

File types and folder names are facility-defined, possibilities for folders include admission records, payor eligibility, dietary, MDS, physician orders, social services, activities, advance directives, and lab results. The facility's System Manager can edit folder names and set security access by type of document.

Examples of file types: consultation, diet, discharge form, drivers license, hospital H&P, insurance card, payor eligibility, lab report, MDS notes, nurse notes, therapy notes, transfer form, and radiology report.

You can add a note regarding the file, such as the person providing the document. The full text of a note is available from the pop-up summary window.

## Key Features

- » Organizes electronic documents and images for quick and secure access
- » Imports resident information from the first contact and maintains it for use after registration
- » Supports linking files to progress notes, care plan interactions, and orders
- » Imports and displays Continuity of Care Documents in XML format
- » Eliminates paper files, filing, and pulling charts; frees up storage space
- » Gives you quick access and easy exit from a file
- » Provides simultaneous access to files

### Start from First Contact

Medical and financial documents can be added to a resident's electronic file during the pre-registration stage and added to the resident's records at registration.

### Security

Access to the imported files is protected by security levels for individuals and groups. Security is assigned to document type and automatically applied to folders based on folder content.

### System Information

NetSolutions eDocuments is Web-based software, part of the NetSolutions fully integrated, single-database system. View eDocuments anytime anywhere with a portable PC and a wireless connection.

NetSolutions offers you a choice of self-hosting or subscribing to our Private Cloud Computer Services offering a state-of-the-art data center, private cloud, and IT maintenance.

#### To Learn More

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## NetSolutions ePrescribing

### Paperless process for medication ordering and re-ordering

NetSolutions ePrescribing replaces trips to the fax machine to send pharmacy orders with electronic messages in the NCPDP SCRIPT standard format. It works in the background to handle the process invisibly by following your rules.

### Flexibility for working with one or multiple pharmacies

With NetSolutions ePrescribing in your system, electronic messages are triggered automatically by software activity including new orders, reorders, discontinued orders and ADT/census transactions. The messages are sent via NCPDP SCRIPT version 10.6. We currently transmit messages to the systems of PharMerica, Omnicare. It also works with pharmacies using FrameworkLTC and QSI software systems.

NetSolutions also offers the option of sending Census/ADT information via HL7 messages.

ePrescribing complies with the "LTC Exception" rule, effective November 1, 2014.

This application gives Long-Term Care providers a paperless process for ordering and reordering medications that increases accuracy and efficiency by eliminating illegible handwriting and tasks such as faxing, filing, and pulling charts.

### How ePrescribing Works

NetSolutions ePrescribing works by using the information set up in your system for each pharmacy and resident. Each resident's profile identifies the pharmacy used by the resident. The pharmacy's master information includes whether they can communicate electronically via NCPDP messages. When setting up the pharmacy profiles, facility staff choose how they want to send orders and census messages to that pharmacy.

### Reorders: Easy as Shopping Online

You can reorder medications for a resident from Physician Orders or eMAR. Your request is added to a searchable list you can review before sending to the pharmacy. For quick reference, an online prescription history is available.

When you click to process the reorder request, the order is put into the format for NCPDP SCRIPT and sent to the pharmacy. You are alerted if there are any difficulties transmitting the order.

### Key Features in NetSolutions ePrescribing

#### New Orders: One-Step Process

When a new medication order is added in NetSolutions Physician Orders, ePrescribing checks the resident's setup pharmacy information and immediately sends the information. You are alerted if any required data is missing or if the pharmacy was unable to receive the order.

#### The NetSolutions System

##### Revenue Cycle Management

- » AR-Billing
- » Resident Funds
- » General Ledger, Accounts Payable

##### Electronic Medical Record

- » MDS 3.0
- » Care Plan
- » Progress Notes
- » Therapy
- » User-Defined Assessments
- » Wound Management

##### Medication Management

- » eCharting, eMAR
- » Drug Interactions
- » Physician Orders
- » ePrescribing

##### Documentation Management

- » Incident Reporting, Infection Control
- » eDocuments
- » eResults

##### Communications

- » Insight Dashboards
- » Point of Care
- » RosieConnect
- » eAssignment and Messaging



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### Census Information

Certain census or resident status changes made in NetSolutions trigger ePrescribing to send a message to the pharmacy to keep the resident's profile current. Examples of census triggers include new admit, return from hospital, change in allergy, change in attending physician, and discharge.

### Cancelling Orders

When an order is cancelled/discontinued, the system automatically sends an electronic message to the pharmacy. If order information is changed, ePrescribing automatically sends the pharmacy a Cancel electronic message and then a New Prescription message.

### Limited-time Prescriptions

According to the facility's setup instructions, when an order is entered with a future stop date, the system either sends a Cancel message today with the future stop date or sends the Cancel message on the stop date.

### Reports

These reports are sent to pharmacies as appropriate. They may be viewed online, exported as pdf files, and printed.

- » Resident Census Information
- » Pharmacy Request

### Pharmacy Health Information Exchange

In addition to sending messages directly to pharmacies, NetSolutions ePrescribing can connect facilities with the Pharmacy Health Information Exchange. The exchange receives electronic messages from the facility and forwards them to pharmacies.

### Possible LTC NCPDP SCRIPT messages

NetSolutions was the first e-prescribing solution certified using Long-Term Care message elements to facilitate the secure, electronic transmission of the following NCPDP SCRIPT messages:

- » New prescription
- » Resupply/refill medication request
- » Fill Status from the pharmacy to the facility
- » Census/ADT information on the resident from the facility
- » Cancel/discontinue prescription

ePrescribing connects to pharmacies nationwide. It only takes a phone call to your pharmacy to see what system they're using. NetSolutions currently transmits messages to the systems of PharMerica and Omnicare. ePrescribing also sends electronic messages to FrameWorkLTC and to QSI, software systems used by independent pharmacies.

### Order Instructions

When you add a medication order in NetSolutions Physician Orders you can include instructions, such as "dispense as written," "fill STAT," and "Do not fill." Choose the do-not-fill option if you have supply on hand but want the medication included in the pharmacy system for calculations by the pharmacy's drug interactions system.

*continued*

#### To Learn More

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## Clinical Decision Support - Medications

An important part of a Medication Management system is information on drugs. That is provided by a separate application, NetSolutions Clinical Decision Support that can reduce risk of error and adverse drug events in Long-Term and Post-Acute Care. It gives you instant access to information on medications at order entry, medication administration, when discussing the medication with a resident, and when the resident discharges.

- » **Black Box Warning.** You can access Black Box Warnings from eMAR or the Order Entry screen with a link to the Clinical Knowledge database. These warnings are required to be available when administering meds. Online warnings replace hard copies nurses currently use.
- » **DrugPoints®** includes dosage, contraindications, warnings, interactions, adverse effects and other information that you can link to from eMAR or the Order Entry screen
- » **Clinical Teaching.** Items to discuss with patients during medication administration, such as side effects. Reach it through a link from eMAR or the Order Entry screen
- » **Drug Interactions.** Anytime a new medication or allergy is entered in Physician Orders it is automatically checked against all active medications, and findings are displayed.
- » **Patient Education.** Information written for the consumer for use at discharge or on demand

## System Requirements

NetSolutions ePrescribing requires use of the current release of NetSolutions, the NetSolutions Physician Orders application, and the full NDC Library that is included with Physician Orders.

### To Learn More

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## eResults

### Connects to Laboratory, X-ray, Radiology companies for results

This interface displays Laboratory and Radiology results in your NetSolutions system. In addition to increasing access and efficiency in viewing results, the software uses the results data to give you graphs and trending information.

NetSolutions offers a simple way for authorized staff to open test results. An icon in the navigation bar and Snapshot shows you if new results have arrived. Click on it to open a summary page with the latest and previous results. You can generate reports and identify trends by selecting specific results to view in a graph.

#### How it Works

NetSolutions eResults works by using NTT DATA's proprietary Exchange Platform to connect your NetSolutions system with the Laboratory and Radiology companies used by your facility. It then sends the results to NetSolutions.

NTT DATA has interfaces with many Lab and Radiology companies and the chances are good that your facility or hospital uses one of them. If not, we have the resources and technology to set up a new connection.

#### Benefits

- » Improves quality of care through quick access to results by authorized staff
- » Increases efficiency in receiving and communicating results – reduces trips to fax machine
- » Provides interfaces today in preparation for an ever-expanding array of future connections
- » Complies with HIPAA regulations regarding audit, logging, and tracking
- » Requires no additional hardware

continued on next page

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##### Medication Management

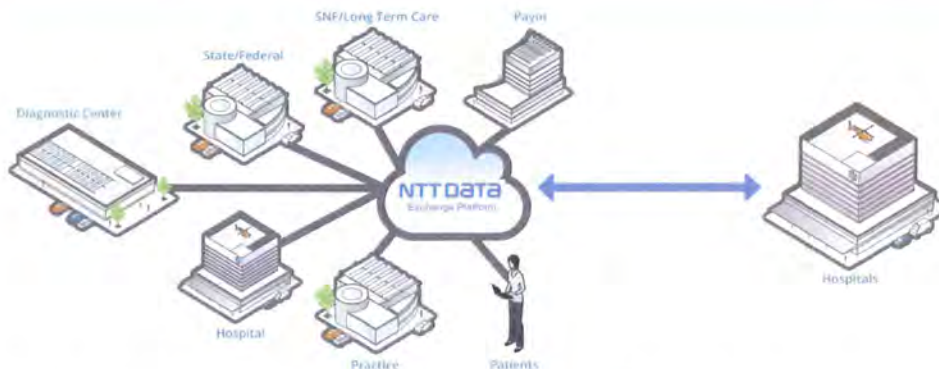
- » eCharting, eMAR
- » Drug Interactions
- » Physician Orders
- » ePrescribing

##### Documentation Management

- » Incident Reporting, Infection Control
- » eDocuments
- » eResults

##### Communications

- » Insight Dashboards
- » Point of Care
- » CareConnection Interface
- » eAssignment and Messaging



**NTT DATA offers a powerful, cloud-based healthcare integration platform that seamlessly connects multiple healthcare information systems.**



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CCHIT® certification gives you an objective way to select LTPAC software that is secure, complete, and ready for Electronic Health Records.

### Key Features

- » Displays lab and radiology results in NetSolutions with in/out-of-range indication
- » Notifies you by icon in the navigation bar and Snapshot when results arrive
- » Shows more than one test result in a report
- » Offers role-based controls, providing different levels of access based on role, such as nurse
- » Displays results data in graphs for trending identification
- » Generates result reports for printing or pdf

### System Information

This interface with NetSolutions is licensed for a flat monthly fee per facility that covers maintenance, updates, and hosting. Customer service and one-time connection fees are not included in the flat monthly fee.

### View lab and radiology results in your NetSolutions EMR

View a resident's lab results along with helpful information including in range, out of range, reference range, and unit of measurement.

NetSolutions makes the data available anytime anywhere to authorized individuals.



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## NetSolutions HL7 Interface

### The ANSI standard for intercommunication

With the NetSolutions HL7 Interface your computer system can communicate with other systems, such as that of a hospital, and vendors such as a lab.

HL7 is an ANSI-approved American National Standard, developed to facilitate the exchange of key sets of clinical and administrative information between healthcare applications. With HL7 Long-Term Care providers can exchange data electronically with hospitals and vendors, such as pharmacy, lab, and dietary systems.

HL7 provides a framework of record formats that specify the implementation of interfaces between different computer applications for events ranging from ADT, to results reporting, to care planning. The communications interface between the systems is TCP/IP. Other communications protocols will be supported as needed.

### Event Messages Received and Sent with this Interface

Event Message	Trigger Event	Receive	Send
Admit inpatient	A01	X	X
Transfer resident	A02	X	X
Discharge resident	A03	X	X
Admit outpatient	A04	X	X
Pre-admission	A05	X	X
Update resident information	A08	X	X
Cancel admit	A11	X	X
Cancel transfer	A12	X	X
Cancel discharge	A13	X	X
Swap residents	A17	X	
Bed status update	A20	X	X
Leave of absence	A21	X	X
Return from leave	A22	X	X
Add patient information	A28	X	X
Merge patient information (ID number only)	A34	X	X
Change admit date	Z34	X	X
Medicare PPS billing data (RUG, ARD, Modifier)	ZR4	X	

#### About NTT DATA

NTT DATA is your Innovation Partner anywhere around the world. With business operations in more than 35 countries, we put emphasis on long-term commitment and combine global reach and local intimacy to provide premier professional services from consulting, system development, business process and IT outsourcing to cloud-based solutions. Visit [www.nttdata.com/americas](http://www.nttdata.com/americas) to learn more.



### The NetSolutions System

- Revenue Cycle Management
  - » AR-Billing
  - » Resident Funds
  - » General Ledger, Accounts Payable
- Electronic Medical Record
  - » MDS 3.0
  - » Care Plan
  - » Progress Notes
  - » Therapy
  - » User-Defined Assessments
  - » Wound Management
- Medication Management
  - » eCharting, eMAR
  - » Drug Interactions
  - » Physician Orders
  - » ePrescribing
- Documentation Management
  - » Incident Reporting, Infection Control
  - » eDocuments
  - » eResults
- Communications
  - » Insight Dashboards
  - » Point of Care
  - » eAssignment and Messaging

#### To Learn More

Contact an NTT DATA LTC Solutions representative to discuss how our offerings would work for your organization.

Contact us at:  
 James Ingalls@nttdata.com  
 Jill Moss@nttdata.com

800-426-2675

## NetSolutions Quality Assurance Incident and Infection Control Reporting

NetSolutions® Quality Assurance application includes modules for improving efficiency in the process for incident reporting and infection control. This module removes QA activities such as incident reporting and infection control from residents' legal medical records and keeps them separate in the Administrative Record.

When you automate your facility's paper Quality Assurance (QA) Reports, they are available anywhere/anytime to authorized employees, eliminating handwriting, filing, and pulling charts. You gain tools to standardize report contents while helping to ensure proper actions are taken and crucial data is captured.

NetSolutions QA gives you data you can use to improve your facility's Quality Measures and Five Star rating that are published on CMS' Nursing Home Compare Website.

This application provides measurable data that can increase the accuracy, effectiveness, and efficiency of your facility's Quality Assurance activities. By standardizing the data collected, outcomes can be compared and trends identified. The data can serve as a feedback loop to measure the outcomes of QA activities.

With NetSolutions QA and Insight Dashboard software on your system you can set up alerts to notify you when an Incident or Infection Control report is opened and other milestones.

### Incident Reporting

The Incident Report section is organized around a Summary page that lists the resident's incident reports with key clinical information displayed for reference. From the Summary you can view and print previous reports and begin a new one. The software offers areas for notes and simplifies charting when possible by offering checkboxes for your responses in these areas:

- » Observations – with a checklist of items in categories such as cognitive status, appearance, injuries, neuro assessment, and reaction to medication
- » Findings – for conclusions and causative factors
- » Reporting – to record required and other notifications
- » Actions – for charting actions at the time of the incident or investigation
- » Audit – to ensure all necessary fields have been completed

You can upload electronic files of photos and documents to the Observations, Findings, and Actions pages when your system includes NetSolutions eDocuments, a separate application.

When you begin an Incident Report, the system requires date, time, and incident type, such as fall, abrasion, choking, and physical abuse. Additional fields are included for:

- » Location – chose from a drop-down list to standardize terms
- » Incident observed by
- » Assigned staff – chosen from a list of staff authorized for this duty

### The NetSolutions System

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The Reporting area is a comprehensive list of entities to be notified, such as the State (yes/no) with text boxes for names.

This section can be a reminder to comply with your facility's policies as well as the Affordable Care Act and the Social Security Act that require specific individuals in applicable Long-Term Care facilities to report any reasonable suspicion of crimes committed against a resident to State survey agencies and to law enforcement.

## Infection Control

The Infection Control module in QA software is used to enter, track and report on residents' infection issues. It is similar to Incident Reporting in that the Summary page is the central point for viewing and adding reports. It displays resident information for reference and provides a list of past infections.

You begin a new report from the Summary page, from there you open these areas:

- » Signs and Symptoms – select from choices according to infection type, such as GI tract, Respiratory, UTI
- » Tests and Results pertinent to the infection type
- » Treatment Information – including an order lookup and follow-up information
- » Reporting – to assist in making required notifications
- » Resolution – documentation of facts relating to decisions regarding an infection
- » Audit – to ensure all necessary fields have been completed

To begin an Infection Control report, you select from the drop-down list of types, including urinary tract, respiratory, and gastrointestinal. After that, only information relevant to the selected types is requested. For example when the type is urinary tract, the Signs and Symptoms area asks for Yes/No responses for topics such as catheter use and flank/suprapubic pain.

Under Resolution you check whether the infection was healthcare associated or community associated, present on admission, included in the care plan, and the resolution, with choices such as resolved and resident discharged to hospital.

## Reports

NetSolutions QA offers a Case Report and a Log for each module. The Case Reports transform checkmarks and entries from the different areas into a narrative report.

The Logs list residents with reports in the system. It can be sorted by resident, location, date, and infection type and generated for all or selected residents. The reports include information on date, location, type, results, and treatment. Infection Control and Incident Logs can be viewed and printed. These reports can be exported as a pdf, Word doc, or Excel spreadsheet.

### Key Features

- » Audits reports for completeness
- » Secures access by individual and group, by actions (edit, view only, no access, add/delete),
- » Secures access by sections of the module such as summary, observations, and report generation
- » Supports locking reports to prevent editing
- » Standardizes terminology, such as type of incident and location through user-defined drop-down lists
- » Generates a Case Report and a Log for Infection Control and Incident Reporting

#### To Learn More

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#### NTT DATA

Long Term Care Solutions, Inc.  
[www.nttdataltc.com](http://www.nttdataltc.com) - 800-426-2675



## NetSolutions Insight

### LTC Dashboards ready for you out of the box or create your own

NetSolutions Insight is business intelligence software that gives Long-Term and Post-Acute Care providers dashboards to visualize, monitor, and analyze information.

Insight is an out-of-the-box solution that can be up and running in hours, bringing you Key Performance Indicators (KPIs) and alerts, both clinical and financial. Your dashboard can be up quickly because NTT DATA staff did the background work, building the KPIs based on our experience and with input from LTPAC providers like you.

We give you a choice on how you want to put Insight to work for you, offering Standard, Premium, and Unlimited packages, as well as the ability to access third-party products.

Insight will be installed on your system with multiple pre-loaded dashboard pages, each with four to seven KPIs displayed as charts, depending on the package you choose.

### User-friendly Navigation

Insight information is organized in a logical hierarchy. The main dashboard reports on multiple areas of your business through Key Performance Indicators (KPIs) that provide maximum information in minimum time.

For a different perspective, you can quickly change the format of a KPI, starting with a right-click. Formats include tables, bar charts, pie charts, and gauges.

Insight empowers staff and increases efficiency by providing instant information on an employee's focus, such as nursing or billing.

### Analysis Tool

Your initial view of your dashboard is critical for directing your attention to issues that need attention and analysis and offering tools for:

- » Changing to a different view, such as a comparison or consolidation of multiple sites, one facility, a department, or unit
- » Filtering and sorting data by one or more factors such as station, facility, and payer
- » Drilling down to the source data, such as an individual resident, progress note, or invoice

### Alerts

Never miss a critical event – clinical or financial – with the Insight Alerts function. It scans your system for certain conditions, events, or dates that you've set up. If they occur, it notifies you by email or alert charts. Alerts serve many purposes including:

### Benefits of Insight

- » Quick business and clinical intelligence
- » Up-to-date exception reporting with drill down to details
- » Uses data already entered in your system
- » No coding – dashboards ready out of the box
- » Offers options: use as is, modify, or customize
- » Answers questions fast: yours, your staff's, resident's family
- » Supports multiple facilities and users
- » Supports Quality Assurance activities
- » Combines data from disparate modules
- » Improves communication of issues such as falls, census, and collections
- » Provides answers for new regulatory initiatives such as anti-psychotic drug use and hospital readmissions



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- » Exception reporting: notifies you if an indicator falls outside a range of numbers you have specified. These Alerts are valuable for financial statistics such as census, cash receipts, and AR aging. They can be lifesavers for clinical issues such as blood pressure, blood glucose levels, and late medications.
- » Reminders of scheduled events such as collections activity follow-up, care plan goal review, and AIMs follow-up. Set up alerts for all residents or just those in your station.
- » Event monitoring: to notify you of specific entries, such as an admission, a progress note category of dehydration, PRN documentation missing, or Medicaid cash receipt.

### The NetSolutions System

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- » Progress Notes
- » Therapy
- » User-Defined Assessments

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- » Drug Interactions
- » Physician Orders
- » ePrescribing

#### Documentation Management

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- » eDocuments
- » Test Results

#### Communications

- » Insight Dashboards
- » Point of Care
- » eAssignment and Messaging

## About Insight

Insight, developed by Altosoft, is a .NET-based solution that connects with NetSolutions data in SQL Server to aggregate and calculate Key Performance Indicators. Headquartered outside of Philadelphia, PA, Altosoft delivers solutions for commercial and government organizations worldwide. For more information, visit [www.altosoft.com](http://www.altosoft.com).

Insight is delivered with a pre-defined dashboard and financial and clinical KPIs according to the package selected. The KPIs are specific to Long-Term Care providers.

Installation, training, and ongoing support are provided by NTT DATA professionals.

## Standard Package

The Standard Package includes the basic dashboards LTC providers need for informed decisions. It offers a main dashboard that gives an overview of critical topics including census, financial, and clinical Key Performance Indicators. Separate pages cover those topics in more detail.

The Standard Package includes the ability to set up user-defined Alerts according to your needs and preferences. When you decide to move to the next level of business and clinical intelligence, you can upgrade to the Premium or Unlimited Package at any time.

### Main Dashboard

- Census – Yesterday, includes Hold Days
- Cash Receipts – Current Month by Payer Type
- Census by Payer Type – Yesterday
- AR Aging by Payer Type
- AR Aging by Category
- Today's Resident Birthdays
- ADL Average Scores by Station
- Chronic Disease Diagnoses – Active

### Clinical Dashboard

- ADL Alert – ADL score 1-5, Past 30 Days
- Care Plan Goal Review Due within 7 Days
- UDA Assessments Not Completed in 7 Days
- New Orders by Type - Past 3 Days
- Held Medications Daily, by Reason
- PRN - Most Frequent by Resident - Past Week
- PRN Meds without Documentation, 24 Hours
- Catheter Appliance
- Suctioning, Tracheostomy, Ventilator
- Antipsychotic Meds - Days Received, Last 7 Days
- Antianxiety Meds - Days Received, Last 7 Days
- Antidepressants - Days Received, Last 7 Days
- Hypnotic Meds - Days Received, Last 7 Days

### Census Dashboard

- Census Days by Pay Type – Past Week
- Census – Yesterday with Hold Days
- Census Days by Payer Type – Yesterday
- Admissions - Past 5 days
- Discharges - Past 5 days - Medicare, Private
- Resident Mix by Level of Care – Top 60
- Today's Birthdays
- Hospital Readmissions within 30 days or more than 30 days

*continued on next page*

### Standard Package (continued)

#### Accounts Dashboard

Cash Receipts by Payer, Current Month vs Last  
Cash Receipts – Current Month  
Charges by Payer - Current Month vs. Last  
Charges by Payer Type - Current vs Last Month  
Adjustments - Current Month  
Adjustments by Payer Type - Current Month  
Adjustments by Description

#### Accounts Receivable Dashboard

Collection Activity Due Today  
AR Days Outstanding by Payer, Plan, Facility  
AR Aging  
Aging by Category  
Current Aging Compared to End of Month

AR Close Aging by Aging Category, Payer  
Aging by Payer Type and Aging Category  
AR Aging by Payer Type and Aging Category

#### General Ledger Dashboard

Net Income  
Resident Days by Month  
Revenue - Actual vs. Budget  
Expense - Actual vs. Budget

#### Accounts Payable Dashboard

Accounts Payable by Aging Category  
Purchases by Month  
Purchases - Top 25 Accounts - Past Month  
Payment History by Month

#### User-Defined Alerts

## Premium Package

The Premium Package includes all the contents of the Standard package and adds the following dashboards. A partial list of the sub-topic pages of indicators is included here. It includes the Insight Designer for creating your own dashboards and modifying existing dashboards using the events and KPIs already defined in these dashboards and pages.

### Census Dashboard

#### Census (Month)

Census Days by Payer Type - Past Month  
Census Days by Facility, by Building  
Census Days by Level of Care - Top 15  
Hold Days

#### Census (Year)

Census Days by Payer Type  
Census Days by Building, Facility  
Medicare Days by RUG-IV Level

#### Admissions

Admissions by Payer Type  
Admissions by Level - Top 10 - 12 Months  
Admissions by Source - Top 10 - 12 Months  
Admissions by City - Top 10 - 12 Months  
Admissions by Visit Type - 12 Months  
Admissions by Federal Admit Source - 12 Months  
Admissions by Zip, by County - 12 Months  
Admissions by Facility

#### Discharges

Discharges by Payer Type  
Discharges by Level of Care - 12 Months  
Federal Discharge Destination - Top 10  
Discharge Diagnosis - Top 15 - 12 Months  
Discharge Destination  
Pending Discharges  
Discharges by Facility

#### Prospects

Active Prospects - by Hospital, 12 Months  
Prospective Residents - Last 12 Months

#### Outpatients

Outpatients by Payer Type  
Outpatients by Facility  
Current Outpatients by Payer Type

#### Diagnoses

Diagnoses, All - Top 100  
Diagnoses, Active - Top 100

*continued on next page*

#### To Learn More

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Contact us at:

[Sales.Inquiry@nttdata.com](mailto:Sales.Inquiry@nttdata.com)

[Jill.Moss@nttdata.com](mailto:Jill.Moss@nttdata.com)

800-426-2675

Premium Package (continued)

**Hospital Readmissions**

Hospital Readmissions by Visit, Length  
Hospital Readmissions by Visit, Payer  
Hospital Readmissions - Last 12 Months  
Hospital Readmissions by Facility

**Hospital Stay**

Medicare Qualifying Stay - by Month, Facility  
Hospital Stays by Hospital - Top 25

**Transfer to Hospital**

Length of Stay (LOS) before Transfer to  
Hospital  
LOS before Transfer to Hospital by Prior Payer  
Transfers to Hospital - Details by Resident

**Discharge to Hospital**

Visits by Length Category by Hospital Stay,  
by Payer

**Guarantor**

Guarantor by Zip Code, Top 20  
Guarantor by State  
Guarantor Information

**Birthdays**

Today's Resident Birthdays  
Birthdays by Month  
Residents by Age  
Resident Birthdays

**Account Dashboard**

**Charges**

Charges by Payer Type - by Month and Year  
Charges by Revenue Code - Past Month  
Ancillary Charges by Revenue Code - Past  
Month  
Monthly Census by Payer Type - Past 12 Months  
Charges by Plan - Top 20 - Past Month  
Charges by Billing Description - Past Month  
Charges by Facility - Past Year

**Cash Receipts**

Cash Receipts - Current vs. Prior Year Compared  
Resident Cash Receipts - Current Month  
Misc. Cash Receipts - Current/Prior Year  
Compared  
Misc. Cash Receipts - Top 8-12 Months  
Bank Deposits

**Resident Receipts**

Resident Receipts by Payer Type  
Resident Receipts - by Plan - Past 12 Months  
Resident Receipts - Top Payer - Past 12 Months

**Adjustments**

AR Adjustments by Payer Type  
Adjustment Description - Top 10, Past 12  
Months  
AR Adjustments by Type

**Ledger History**

Balance History by User-Selected Date Range  
Transaction History - User-Selected Dates  
Charge History  
Cash Receipt History

**AR Dashboard**

**Aging**

AR Aging over 90 Days by Category  
Aging of \$250+ Over 90 days by Payer and  
Period  
AR End-of-Month Aging by Payer and Time  
Period

**Collections**

Note Amount Compared to Balance  
Collection Notes by Aging Category

**General Ledger Dashboard**

**P & L Detail**

Net Income  
Revenue and Expense  
Net Income by Facility

**Actual vs. Budget**

Revenue - Actual vs. Budget  
Expense - Actual v.s Budget  
Resident Days - Actual vs. Budget  
Labor Hours - Actual vs. Budget

**Revenue by Department**

**Expense by Department**  
Expense Per-Patient-Day by Department

**Expense by Sub Account**

Expense by Sub Account - Top 10  
Expense by Sub Account - Top 100

Premium Package (continued)

**General Ledger Statistics**

Resident Days by Month  
Resident Days by Facility  
Labor Hours by Month, by Facility  
Ancillary Statistics by Month, by Facility

**Accounts Payable Dashboard**

**Payable Alerts**

Invoices Due < 7 Days, 8 to 15 Days  
Discount Expires < 7 Days, 8-15 Days

**Purchases**

Purchases by Facility  
Purchases - Top 25 Accounts - Past Month  
Purchases by Account - Top 25 - Past Year

**Accounts Payable Aging**

Accounts Payable by Aging Categories  
Accounts Payable Aging by Facility  
Aging Balance by Invoice Month - Past Year  
Accounts Payable Aging by Vendor

**Invoices**

Invoice Account by Month  
Invoice Discount Status by Month  
Invoice Amount by Vendor - Top 25 - Past Year  
Invoices by Vendor - Past Year

**Payment History**

Payment History by Facility  
Payments by Vendor - Past Year  
Payments - Current Month by Cash Account

**Clinical Dashboard**

**Vital Alerts**

Resident Temperature Baseline Alert  
Blood Pressure Baseline Variation Alert  
Blood Glucose Baseline Variation Alert  
Weight Change Baseline Variation Alert  
Weight Baseline Variation Alert

**MDS Assessments**

Assessment Summary - MDS - Past 90 Days  
Assessment Summary - MDS - Therapy Days  
and Minutes - Past 90 Days  
Assessment Information - Past 90 Days, by  
Resident, ARD, Selected Items

**MDS Alerts**

Change-of-Therapy Assessment Observation  
MDS Completed - Not Submitted  
MDS Sections - Completed and Not Completed

**ADL - Assistance with Daily Living**

ADL Average Scores by Station  
ADL Average Scores by Station - Past Month  
ADL Average Scores by Facility

**Charting Alerts**

PRN Meds without Follow-up Documentation  
- Past 24 Hours  
Phone Orders Need Physician Signature -  
Past 30 Days  
ADL Alert (ADL Score < 5) Past 30 Days  
Care Plans without Goals - Past 90 Days  
Care Plans without Interventions - Past 90 Days

**Interdisciplinary Progress Notes**

Progress Notes by Month  
Progress Notes by Category - Top 10  
Progress Notes by Type - Top 10 - 12 Months

**Care Plans**

Care Plan Goal Review - within 7 Days  
Care Plan Conference planning - Goals Due  
in 8-30 Days  
Unresolved Care Plan Goals - 1-30 Days  
Past Estimated Date  
Unresolved Care Plan Goals - 31-90 Days  
Past Estimated Date  
Current Problems by Category - Top 20

**Physician Orders**

Orders by Type - Past Week  
Medication Orders - Top 10 in Past Month  
Orders by Class (NDC) - Top 10 in Past Month  
Orders by Order Code - Top 20 - Past Week  
Orders by Type - Past Year  
Orders by Therapeutic Class - Top 15, Past Month  
Phone Orders Need Physician Signature

**Order Administration - eMAR**

Medication Administration by Class - Top 10  
Yesterday's Medication Administration by  
Sub-Class - Top 60  
eCharting Events (No NDC) by Order Code -  
Top 20 - Past 24 Hours  
Medication Admin by Classification - Past Week

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### Premium Package (continued)

Anti-Anxiety or Hypnotic Med Administration  
- Past Week  
Residents - Nine or More Medications Taken  
- Past Month

#### PRN Administration

PRN Meds Administered by Class - Top 15  
PRN Medication - Most Frequent by Resident  
Daily PRN Frequency - Past Week

#### Held Medications

Held Meds by Reason - Daily - Past 2 Weeks  
Held Medications by Reason - Past Month

#### Infection Control

Infection Follow-up Alert  
Infections by Type - Past Year  
Infections by Type

#### Incidents

Incidents by Type  
Incidents by Type - Past Year  
Incidents by Location - Past Year

#### UDA (User-Defined) Assessments

UDA Assessments not Completed in 7 Days,  
Past Month  
UDA Score Status and Average Score -  
Past Quarter  
UDA Frequency Due 8-30 Days  
Due Date in Next 7 Days  
Due Date 8-30 Days  
Average Scores by Assessment Title, by  
Month, Past Year

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## Unlimited Package

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With the Insight Unlimited Package you can create unique dashboards for your organization. This package includes all the contents of the Standard and Premium packages as well as Insight Studio.

The Studio includes tools to capture any event and data element in the NetSolutions database, going beyond those already defined in the Insight dashboards and pages.

Use the Dashboard Designer included in this package to determine how you want to display and report the events and Key Performance Indicators you capture from NetSolutions tables.

Your custom dashboards and pages are added to the array that arrives out-of-the-box with Insight Standard and Premium packages.

Interested in building reports from third-party databases or from spreadsheets containing data retrieved from third-party software? Add the optional Third-Party Licensing component.

#### To Learn More

Contact an NTT DATA LTC Solutions representative to discuss how our offerings would work for your organization.

Contact us at:  
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## Great Tool for Readmissions: Insight Dashboard

Dashboard software that generates Key Performance Indicators for at-a-glance data with analysis tools including drill downs and reporting

### Why Hospital Readmissions are Important Now

Reducing readmissions has been an issue for hospitals for some time, with readmissions within 30 days causing a penalty in Medicare payment. Long-Term and Post-Acute Care providers have been working with their hospital partners to support their efforts to reduce readmissions.

#### Financial Incentives for SNFs

SNFs will be eligible for incentive payments related to readmissions in 2019. A provision of the Protecting Access to Medicare Act of 2014 calls for a SNF Value-Based Purchasing Program under which incentive payments are made to SNFs in a fiscal year. That program is to begin in 2019 and shall apply to payments for services furnished on or after October 1, 2018. The Act directs the Secretary of DHHS to begin the program with these steps:

- » Specify a skilled nursing facility (SNF) all-cause all-condition hospital readmission measure by October 1, 2015
- » Specify a measure to reflect an all-condition risk-adjusted potentially preventable hospital readmission rate for SNFs by October 1, 2016
- » Devise a method for achieving a high level of reliability and validity, especially for SNFs with a low volume of readmissions
- » Provide confidential feedback reports to SNFs on their performance; and
- » Establish procedures for making information on SNFs' performance available to the public by posting on the Nursing Home Compare Medicare website

### The Data You Need Today and Tomorrow

Much of the information you will need to prepare for the upcoming SNF incentives is being developed, such as the definition of "potentially preventable readmissions." In the meantime LTPAC providers' work continues with their hospital partners to reduce readmissions.

Look to NetSolutions Insight dashboard software for information needed in discussions with hospitals, such as your facility's readmission statistics before and after 30 and 7 days, with patients' payors, and diagnoses. You can compare readmission histories from multiple hospitals.

To prepare for the CMS QAPI initiative and the incentives for reducing readmissions, LTPAC providers are reviewing Quality Improvement (QI) methods and tools designed to reduce readmissions, such as INTERACT (Interventions to Reduce Acute Care Transfers) at [www.interact2.net](http://www.interact2.net).

A crucial part of all QI activities is identifying problems to address and then monitoring the results of your QI activities. A great tool for this is NetSolutions Insight. It gives you a Hospital Readmissions page you can check anytime anywhere for key performance indicators (KPIs).

For your readmission reduction work, you'll want to watch that page for a quick update and to drill down to details. **See sample on the next page.**

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- » Test Results

Communications

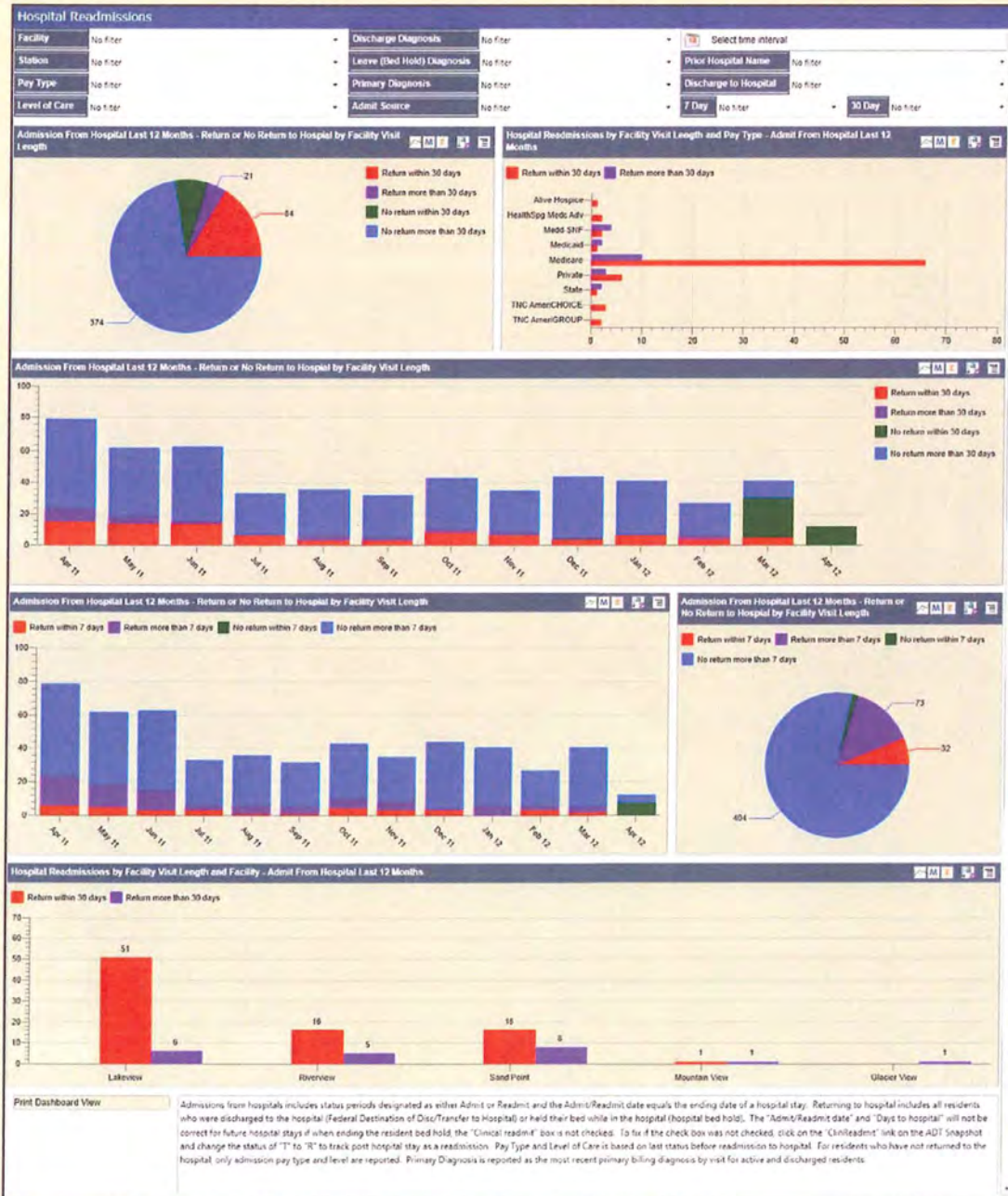
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## NetSolutions Insight for Hospital Readmission Information



You choose the format you prefer for your data analysis with Insight. This sample page shows that you can view your population in a pie chart showing readmissions (in fewer or more than 30 days) and those who did not return within or more than 30 days. Bar charts above show readmits by facility length of stay and by payor. Comparison information for readmissions by hospital is shown in a bar chart.

Use the filters at the top to report by topic such as Pay Type, Level of Care, and Discharge Diagnosis. You can add criteria, including the hospital admitted from and to, as well as before/after 7 days and 30 days.



## Data Available from NetSolutions Insight for Readmissions

Get to the details fast on the following items that are reported in Insight based on entries in your NetSolutions system. You can sort by all of them and most can be used in a pivot table to query needed data.

Admit level of care	Diagnosis at discharge	Level of care
Admit or Readmit	Discharge info or reason	Pay type
Admit or Readmit date	Discharge to hospital	Primary diagnosis
Admit pay type	Duration Type	Prior hospital admit
Admit source	Facility	Prior hospital discharge
Age at admit	Facility code	Prior hospital name
Age to hospital	Health record number	Prior hospital new spell
Date to hospital	Hospital admit date	Prior hospital stay days
Days before hospital	Hospital discharge date	Resident name
Days w/o hospital	Hospital (readmit hospital)	State
Discharge date	Hospital stay days	Station
Discharge destination	Leave diagnosis	Visit admit date

## Background Information on Adverse Events found in SNFs

Although CMS has not yet assembled a list of “all-condition risk-adjusted potentially preventable hospital readmissions,” some experts think that a starting place for the list will be a February 2014 report from the Office of the Inspector General (OIG), “Adverse Events in Skilled Nursing Facilities: National Incidence Among Medicare Beneficiaries.”

To identify beneficiaries who were likely to have experienced adverse and temporary harm events during their SNF stays, the OIG contracted screeners who reviewed the records of a sample of patients with SNF stays.

The patient records went through two stages of review. First by medical professionals who identified records that would receive an additional review by physicians. The physicians were charged to determine any “adverse and temporary harm events” that occurred in SNF stays.

The OIG report (page 45) includes in its findings a list of Adverse Events and Temporary Harm Events, broken down by events related to Medication (such as delirium and excessive bleeding), Resident Care (including fall and pressure ulcer), and Infections (including aspiration pneumonia and other respiratory infections).

OIG reported that an estimated 22 percent of Medicare beneficiaries experienced adverse events during their SNF stays. An additional 11 percent experienced temporary harm events during their SNF stays. OIG reviewers found that of the 261 records with adverse and temporary harm events, 59.2 percent were preventable and 36.5 percent were not-preventable events.

The OIG report is available at: <http://oig.hhs.gov/oei/reports/oei-06-11-00370.pdf>

### To Learn More

Contact an NTT DATA LTC Solutions representative to discuss how our offerings would work for your organization.

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800-426-2675

### About NTT DATA

NTT DATA is your Innovation Partner anywhere around the world. With business operations in more than 35 countries, we put emphasis on long-term commitment and combine global reach and local intimacy to provide premier professional services from consulting, system development, business process and IT outsourcing to cloud-based solutions.

Visit [www.nttdata.com/americas](http://www.nttdata.com/americas) to learn how our consultants, projects, managed services, and outsourcing engagements deliver value for a range of businesses and government agencies.

## Interdisciplinary Progress Notes

### Important part of the Electronic Medical Record

Online progress notes are a crucial part of an Electronic Medical Record (EMR) – providing anytime anywhere access to your residents' latest information. It maintains the integrity of records while increasing their accessibility and reducing staff time.

### Offers anytime anywhere access to notes

With the NetSolutions™ Interdisciplinary Progress Notes (IPN) application you can:

- » Eliminate hand written notes in medical records
- » Organize all the progress notes for a resident chronologically, even though they are made at different times, by different staff, by staff in all disciplines
- » Save notes to a library and re-use them as templates to save time on writing and formatting
- » Begin a note with resident's name, ID number and location already entered
- » Categorize notes for easy retrieval and reporting

### Care Plan and Therapy Notes

Because NetSolutions IPN is integrated with Care Plan, you can link notes to a care plan problem number for quick reference regarding residents' care plan status.

With the NetSolutions interface to Therapute you can import therapy notes to become part of residents' EMRs and accessible to all authorized staff. Through that Therapute interface, reports can be imported to IPN including Certification and Recertification reports, Progress Report, and Discharge Summaries. Notes entered in Therapute can be imported as PDF files.

### Categorizing Notes for Efficiency

MDS completion is quicker when your software assembles all notes on a resident and topic for you. With Progress Notes you can retrieve notes according to subject, such as falls, pain, or CAA.

IPN simplifies assigning a category when you add a note and as an option, a category can be a required field when adding or editing a note. CAAs are already set up as categories; you can add other topics, such as MDS items. You can also find notes using search criteria such as date or span of dates, care plan problem number, type of note, and author.

### Avoid "Insufficient Documentation" Errors with Templates

Under the federal CERT Program, a random sample of Medicare claims are reviewed to determine if they were paid properly. If one of your claims is selected randomly, reviewers will request associated medical records and can determine that your claim has "insufficient documentation" errors, such as incomplete progress notes (for example notes that are,

### The NetSolutions System

Revenue Cycle Management

- » AR-Billing
- » Resident Funds
- » General Ledger, Accounts Payable

Electronic Medical Record

- » MDS 3.0
- » Care Plan
- » Progress Notes
- » Therapy
- » User-Defined Assessments
- » Wound Management

Medication Management

- » eCharting, eMAR
- » Drug Interactions
- » Physician Orders
- » ePrescribing

Documentation Management

- » Incident Reporting, Infection Control
- » eDocuments
- » eResults

Communications

- » Insight Dashboards
- » Point of Care
- » Rosie Connect
- » eAssignment and Messaging



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unsigned, undated, with insufficient detail). By using templates to prompt you for details and automatic date stamping you can avoid that kind of error.

After you write a note, with one click you can add it to your IPN library of note templates. In addition to the note text, you can assign categories, include guidelines for use, and insert prompts to make it easy to add appropriate text that individualizes a note based on a template from the library. Note templates can be shared between facilities.

## Protect your Electronic Medical Records

Once a progress note has been saved, it cannot be edited or deleted. If necessary, a correction note can be added and attached to the original note, showing the type of correction.

This software can help encourage the entry of notes on your facility's schedule: per shift, daily, weekly, or monthly. Facilities have the option of specifying a maximum number of elapsed minutes between the action and the note entry. The software will calculate whether the note late.

## Key Features

- » Offers point-of-care charting that's available anytime anywhere when loaded on a portable PC with connection to your network
- » Categorizes notes for more efficient MDS completion, incident reports, quality assurance activities, and reporting
- » Adds your care plan and therapy notes to the resident's EMR
- » Protects charting integrity with correction notes
- » Indicates if notes are entered late, as an option
- » Saves time by supporting copying from a previous note and pasting text into another note
- » Checks spelling, including medical terms
- » Supports saving notes as templates for later use
- » Saves notes that are started but not completed so they can be finished later. NetSolutions eAssignment can be set up to notify you of pending notes
- » Automatically date stamps notes and identifies author of notes
- » Links electronic files, such as photos, when imported with NetSolutions eDocuments
- » Captures statements made by resident and family members

## System Information

Interdisciplinary Progress Notes is part of the single-database NetSolutions software system. An optional interface with Therapute for importing therapy notes in pdf format is available. It requires activation of the NetSolutions Exchange and a SSL security certificate.

### To Learn More

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## NetSolutions Physician Orders

### Superior system for managing medication orders

Physician Orders is the center of the NetSolutions™ electronic medication management system. It increases efficiency and accuracy in the process of entering and maintaining orders in Long-Term and Post-Acute Care residents' electronic medical records.

Physician Orders shares medication and treatment orders with NetSolutions applications including:

- » eCharting for the eMAR/eTAR
- » ePrescribing for sending orders electronically by NCPDP message and auto-fax
- » Clinical Decision Support for medications

### Optimal Organizational Tools on Summary Page

The Physician Orders Summary page is a powerhouse – displaying maximum information and linking you to tools that add precision and accessibility. From this one page you can:

- » Add and edit orders for medications, treatment, lab tests, and x-rays
- » Use eSignatures for order review
- » Chart PRN order results
- » Check drug interactions on demand
- » Document lab/x-ray results
- » Add notes about a resident
- » Filter orders displayed by active, discontinued, telephone, pre-admit, and discharge
- » View information including prescribing physician, advance directives, diagnoses, allergies
- » Link to U.S. National Library of Medicine, Medline Plus Connect
- » Indicate that a medication was taken prior to admission
- » Show orders that were paused before order entry was complete
- » Select reports to view, display uploaded images
- » Reconcile medications

### Order Entry Features

- » Reduce risk of error in data entry by adding medication orders using NDC codes. Choose from a lookup list of codes and the software spells out the data embedded in the code: product name, strength, dosage form, and route of administration.
- » Set up your facility's standard orders with their codes in master pages. When you enter a resident's orders, you enter only the code. The full, editable order appears online and in reports. Order text can be copied, pasted, and edited to enter additional orders. Multiple standard orders can be selected at one time.
- » Keys to the codes for orders, time, and medications, with their values, are instantly available in look-up lists as you enter orders.
- » Order date, order code, and order text are required fields for all orders. Additional fields can be required for certain order types. An over-ride by order code is available.

### The NetSolutions System

Revenue Cycle Management

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Electronic Medical Record

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- » Progress Notes
- » Therapy
- » User-Defined Assessments
- » Wound Management

Medication Management

- » eCharting, eMAR
- » Drug Interactions
- » Physician Orders
- » ePrescribing

Documentation Management

- » Incident Reporting, Infection Control
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- » Point of Care
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- » Time codes can be set up by location and by order type. For example, you can set up BID as the code for two times per day. When the order prints or displays in the MAR/TAR, it can show 8:00 AM and 5:00 PM for one station and 8:30 AM and 5:30 PM for another.
- » Standard Admitting orders can be identified and one, some, or all added for the resident
- » Orders can be entered in free-form text; drug-interaction checking will not occur
- » "Resident takes no medications" can be checked to differentiate from orders not yet entered
- » Partially completed orders can be saved and completed later. Generate an on-demand report of pending orders

### eSignatures

Prescribers and nurses with security rights can review current orders, electronically sign and note orders, and sign unsigned orders in a PO Manager summary panel.

### Clinical Decision Support

When your system includes NetSolutions Clinical Decision Support, each order entry is automatically screened for negative interactions. Drug Interaction warnings can be viewed from the Physician Orders summary page and the eMAR.

### Telephone Orders

Key telephone orders directly into the system. Prescribers can receive a list of orders to be reviewed and sign orders electronically. A prompt displays to remind nurses to read back the order to the prescriber during the telephone exchange. Nurses chart that read back occurred in same screen. All orders can be printed as telephone orders for prescriber signature.

### Link to Reference Website

While entering orders you can link to the U.S. National Library of Medicine, Medline Plus Connect ([www.nlm.nih.gov/medlineplus/medlineplus.html](http://www.nlm.nih.gov/medlineplus/medlineplus.html)). That Website will open to the medication ordered and provide information such as why it's prescribed, how it should be used, side effects, dietary instructions, storage/disposal, and brand names. A link is also available on the Summary page and main menu. NetSolutions supports adding links to additional reference Websites.

### Lab and X-ray orders

Physician Orders in conjunction with NetSolutions eMAR, ePrescribing, eResults and eDocuments provides a complete system for managing lab and x-ray orders. Start by entering the order, the system can then auto-fax it from your computer to the lab or x-ray company. Prompts to facilitate the lab test or x-ray will display in eMAR. Results can be received electronically with NetSolutions eResults. You can also attach faxed results to the resident's EMR using eDocuments.

### Medication Reconciliation

Physician Orders software can document that a medication review and reconciliation occur at admission, at care level changes, and at discharge, according to your facility's procedures. At admission, information on the medications taken by the resident prior to admission can be documented, including fields for prior location, data source, and whether the medication will be continued at the facility.

Another medication reconciliation occurs at discharge, when medications that should be continued after discharge are identified. Those medications can be selected from a list and a report listing those medications can be generated to give to the resident as a part of their Discharge Instructions.

continued on next page

## Key Features

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- » Maintains orders entered for residents before they register. Those orders are included in the admission medication reconciliation process
- » Diagnoses: imports diagnoses and allergies from NetSolutions ADT. Diagnoses can be added while entering an order. Multiple diagnoses can be associated with an order
- » Documents reviews of each resident's orders and schedules the next review
- » Offers option of automatically discontinuing all orders on discharge. Lists discontinued orders in a separate report. Supports charting the reason order was discontinued
- » Provides lists of choices to assist with order entry and to avoid unapproved abbreviations
- » Completes drug names based on initial typing. Route is added based on NDC selected
- » Supports opening another application from an active PO page, performing a task such as entering a progress note, and returning to the PO page
- » Tracks actions in the software such as edits, and includes the date/time and user
- » Exports master order setups to other facilities
- » Imports order data at initial implementation from a third-party system. The data is first exported to an Excel spreadsheet template where it is organized and audited

## Immunization Record

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NetSolutions provides a central page for maintaining residents' status on immunizations, particularly influenza and pneumococcal. Data on those immunizations populates MDS 3.0 Sections O0250 and O0300.

The Immunization Record is updated automatically by data captured in eMAR charting sessions. You can set up a separate med pass for flu shots with eMAR filters, that use flu season dates and resident's recorded consent/refusal. The Immunization Record can record the vaccine manufacturer, lot number, and whether there is a declared shortage of vaccine.

## Ordering and Reordering Medications

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Each time a new medication order is added or marked for reorder the information is entered automatically in NetSolutions' order processing system. For reorders, the request is added to a list and held for review. For new orders, the data is sent to the Pharmacy Order Request report for faxing to a pharmacy.

When your facility's system includes NetSolutions ePrescribing, it checks if the pharmacy, lab or x-ray company accepts orders by electronic message (NCPDP format) or by auto-fax and sends them accordingly. You are alerted if any required data is missing or the order is not received.

## NDC Library

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The NetSolutions system uses NDC codes to identify medications. The complete library of 40,000 National Drug Codes (NDC) is included with Physician Orders and is updated quarterly. It provides information such as brand and generic names, strength, form, manufacturer, route of administration, and unit dose.

With the NDC Master page you can maintain a list of NDC Codes commonly used by your facility to add efficiency and support standardization. These codes display when you use the Search for NDC Codes window.

continued on next page

**Therapeutic classes.** The NDC Master page includes the Therapeutic Class panel, which displays the four-level therapeutic class for each code provided by the system for reference. In the Therapeutic Class Correlation dialog, you can associate order codes with NDC codes at any level of the therapeutic class hierarchy.

## Vitals for the EMR

Document residents' vital parameters and text notes for their EMR with this feature of NetSolutions Physician Orders and Care Plan. Parameters include blood glucose, weight, temperature, pulse, blood pressure, oxygen saturation, level of consciousness, and respiration.

The Vitals feature maintains acceptable ranges and alerts staff to values outside those ranges. A report shows at a glance whether data is missing or needs attention.

Data can flow to Vitals from RosieConnect devices using an optional interface.

## Reports from Physician Orders

The following are some of the on-demand reports that can be viewed and printed with NetSolutions Physician Orders:

- » Physician Orders – resident's current orders, can be sorted by location or physician
- » Telephone Orders
- » Lab and X-ray Orders
- » Documentation forms, including MAR
- » Reviewed Orders
- » Order Text Search
- » Pending Orders
- » Orders by Order Type, Code, Date
- » Medication Reconciliation Status
- » Orders missing NDC codes
- » Pre-Admission Orders
- » Pharmacy Reorder Requests
- » Discharge Orders
- » PRN Messages
- » eCharting Transactions

## System features

Physician Orders is part of the Web-based NetSolutions system. It shares data with all NetSolutions applications, including MDS 3.0 software, ADT, eCharting, ePrescribing, and Clinical Decision Support-Medications, and the RosieConnect® interface.

For more information please contact your NTT DATA Sales Representative, call the sales department at 800-426-2675 or visit [www.nttdataltc.com](http://www.nttdataltc.com).

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## NetSolutions Point of Care

### Out of the box system with user-defined buttons for charting

NetSolutions™ Point of Care software increases the quality and quantity of information charted by caregivers in Long-Term and Post-Acute Care. It solves problems with paper charting, such as copying, no charting, absence from the floor, and end-of-shift charting. The result is more accurate information for delivering patient care and for receiving appropriate payment.

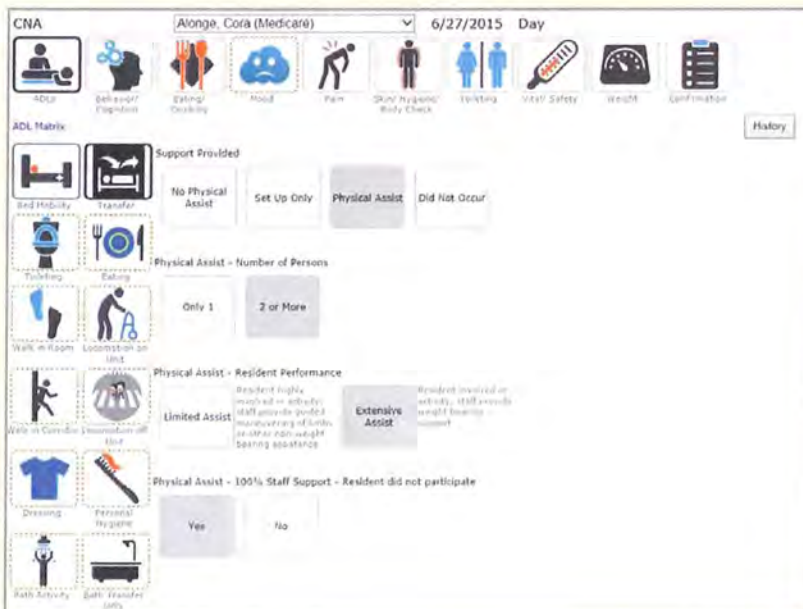
The NetSolutions Point of Care application provides a quick and simple method for caregivers to chart observations and care delivered. Data is collected for any care activity using user-defined and pre-loaded items in categories including CNA/ADLs, Restorative Nursing, Therapy, and Mood Observation. It runs on PCs and wall-mounted kiosks. For mobile data entry, use it on windows laptops and tablets.



This Point-of-Care (POC) software makes residents' health status available to all authorized staff. For example, from a PC, wall-mounted kiosk, or your tablet you can check on residents' vitals, ADLs, reports of pain, and how much breakfast they consumed.

### Charting for MDS 3.0, ADLs, and RUG Scores

Using data collected at the point of care, POC calculates totals for MDS 3.0 responses, and exports them to NetSolutions MDS 3.0 software. The software is pre-loaded with correlations to eight MDS sections. You can set up additional correlations between POC items and almost all MDS 3.0 items. Easy-to-use tools assist you in setting up POC buttons that will export responses.



#### Straightforward Charting

Start with a topic, such as ADLs in the top left corner. Then choose a topic. A click on Bed Transfer brings up possible responses.

Depending on the answer, additional buttons may display. This sample shows that the Physical Assist response triggered additional buttons to display related to that response, such as number of persons and resident performance.

Items are color-coded. Yellow borders mean required, green means required and captured, yellow is required and not yet completed. Gray borders indicate it is not required.



NetSolutions POC is pre-loaded with correlations to these MDS 3.0 items:

- » ADLs for MDS 3.0 Section G - G0110a thru j, G0120
- » Cognitive - MDS 3.0 Section C - C0700, C1000
- » Mood Observation - MDS 3.0 Section D
- » Bladder and Bowel - MDS 3.0 Section H - H0200c, H0300, H0400, H0500
- » Behaviors - MDS 3.0 Section E - E0100, E0200, E0800, E0900
- » Skin Conditions - MDS 3.0 Section M - M1200A,B,C
- » Therapy - MDS 3.0 Section O - O400A,B,C
- » Restorative Nursing - MDS 3.0 Section O - 0500

Data entry is user-friendly, with simple navigation, icons, and language that paraphrases that used in MDS 3.0. Responses are saved automatically. Items are color coded to show when completed.

By making charting easier, caregivers document more information more often, reducing the risk of missing important data, such as a 1-person assist during the day but a 2-person assist on night shift. This results in more accurate ADLs, a significant component of RUG-IV scoring. A one-point difference in an ADL score can mean a loss of \$10 to \$40 per day/per resident in payment by Medicare Part A and by Medicaid in a majority of states.

POC can record multiple occurrences in a shift and gives you the ability to view all entries as well as add and strike entries as appropriate along with the reason for change. Time/date and user is recorded automatically. These functions help in capturing the highest level of ADLs.

## Tailor Your POC Data with User-Defined Buttons and Icons

Set up user-defined buttons, complete with graphics and labels, to capture items per your facility's preferences. Logical tools simplify the process of defining a button including timeframe, language, correlations to MDS 3.0 and Vitals, response format (yes/no, single response, multiple choice), and any conditional responses. You can generate reports on data captured through user-defined buttons.

POC gives you additional control over data collected with the ability to set items as "required." Required items are color coded, showing caregivers which are required, and showing at a glance whether required items have been captured. Further customize your POC system with graphic images that can be added to buttons in addition to text labels and text in other languages; the software is delivered with Spanish.

### Capture Data in Spanish and Other Languages

Increase accuracy by capturing data in your caregivers' preferred language. The sample above shows ADLs in Spanish. Language can be set up in caregivers' profiles, so it displays automatically.

### Benefits of Point of Care

Long-Term and Post-Acute Care providers see improved performance in:

- » Accuracy of data used for MDS 3.0 and care planning
- » Speed of MDS completion – a reported saving of 30 minutes per assessment
- » Communication of resident status with a direct path from caregiver to authorized staff
- » Quality of care – by tracking resident status, identifying trends, and providing data for QA
- » Reimbursement – due to increased accuracy of RUG-IV scores
- » Preventing risk of undercoding by collecting complete ADL charting across all shifts

#### To Learn More

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 Jill.Moss@nttdata.com

800-426-2675

## Efficient Data Entry Saves Time

By making data entry quick and easy NetSolutions POC encourages caregivers to chart completely. Features that enhance efficiency include:

- » Automatic saves – just click your response and move to the next
- » Ability to document the same type of care for multiple residents in one session. Stay on a topic page such as weight or morning snack consumption and select the next resident
- » Supports your facility's workflow, you can enter responses in the order you prefer
- » Questions are set up so they require data entry only for responses different from the default

## Selecting Residents for Charting

NetSolutions POC gives you flexibility in building lists of residents to include in a session. You can chart on every resident for every shift. And you can filter the list, such as:

- » According to residents' assessment schedules for Medicare PPS, Medicare OBRA, Medicaid, and Medicare Advantage plans
- » For all shifts/all residents, as a mechanism to manage daily resident condition
- » By location/station
- » For individual residents who need monitoring for specific needs
- » To identify trends and check on outcomes of Quality Assurance activities

### By MDS Schedule

MDS Coordinators can set up future assessment dates including lookback dates. When the dates arrive, the residents' names will be color coded as a prompt for CNAs.

The Benefit Sensitive Fields report gives MDS Coordinators an overall view of a resident's MDS 3.0 responses on items used to calculate RUG-IV scores. To view different scenarios, MDS Coordinators can change dates and view the corresponding changes in responses to assist in selecting the most beneficial Assessment Reference Date (ARD).

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Electronic Medical Record

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- » Care Plan
- » Progress Notes
- » Therapy
- » User-Defined Assessments
- » Wound Management

Medication Management

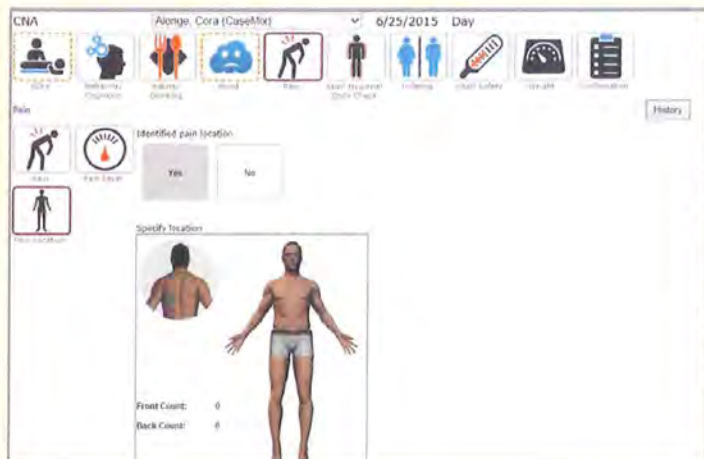
- » eCharting, eMAR
- » Drug Interactions
- » Physician Orders
- » ePrescribing

Documentation Management

- » Incident Reporting, Infection Control
- » eDocuments
- » eResults

Communications

- » Insight Dashboards
- » Point of Care
- » CareConnection Interface
- » eAssignment and Messaging



### Pinpoint Location on Graphic of Body

NetSolutions gives your facility's staff the option of associating items such as pain with a specific part of the body on a graphic.

The Signs of Pain button is pre-loaded in NetSolutions Point of Care.



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## Key Features of NetSolutions Point of Care

- » User-defined buttons can be set up to collect additional data
- » Icons can be added to buttons in addition to labels
- » Text can display in multiple languages; Spanish is delivered with the software
- » Includes conditional responses to provide more information depending on the first response. For example, if you set up a button for Swelling, and the response was Yes, then another set of responses could display, such as Applied Ice and Applied Heat
- » Start a charting session by clicking the subject area that correspond to your job title in the security setup, such as CNA, Restorative Nursing, Therapy, or Mood Observation
- » As charting is completed, a summary of responses is available with a separate table for ADLs
- » Supports review and edit of multiple charting occurrences in a shift
- » A handy table shows how complete charting is for all or some residents. Change the criteria and see one resident's responses on topics such as wandering. An on-demand report shows completion compliance by CNA.
- » Click the Help button in non-ADL categories for definitions written in clear language
- » Security is assured with required master setups for each user that control the pages available to each user according to their needs
- » Caregivers' list of residents can be saved and re-used
- » Calculates the totals to be entered for MDS 3.0 sections based on the individual responses entered for shifts and days. In NetSolutions MDS software, click the Import button to view data before adding it to the assessment
- » Entries from the previous shift are not visible to the current shift to prevent copying
- » Help is available at the kiosk, PC, and tablet
- » Information can be added with a body graphic
- » Items can be set as required, with color coding, including showing completion
- » Text for items and labels can be displayed in multiple languages; Spanish is delivered. Preferred language can be set up in caregivers' profiles so it is displayed when the caregiver enters a POC session

## Reports: On-Demand Reports and User-Defined

Reports give you a behind-the-scenes look at the data being collected for the MDS. They provide vital data for residents' care plans as well as management information.

- » **ADL Tracking Log** - for 7 days. Results that will go to MDS 3.0. Shows variances over shifts/days that could indicate change in resident status or issues with charting or staffing
- » **Shifts Received by Date of Service** - informs staff of any residents for whom data was not collected in the past 24 hours. A tool to monitor and manage compliance on a day-to-day basis
- » **CNA Compliance** by shift for a 7-day or 31-day period - all residents. A management tool that shows percentage of compliance by shift (see sample report on next page)
- » **Flow Sheet Reports** - multiple reports are delivered with the software and additional Flow Sheet Reports can be added, based on user-defined Documentation Types

- » 7-Day Bowel Report and a Bowel Movement Report
- » Benefit Sensitive Fields - shows responses to MDS 3.0 items used for RUG-IV scoring that are exported to MDS 3.0 from NetSolutions Point of Care

**Sample Report: CNA Weekly Shifts Compliance - Medicare/CaseMix Residents**

CNA Weekly Shifts Compliance Report - Medicare/CaseMix residents									
Fisher Facility									
05/21/2013 to 05/27/2013									
Station: All-All									
	Tue 05/21/2013	Wed 05/22/2013	Thu 05/23/2013	Fri 05/24/2013	Sat 05/25/2013	Sun 05/26/2013	Mon 05/27/2013	Total	
Total # of Residents	1	1	1	1	1	1	1	7	
Received Shifts (Night)	0	0	0	0	0	0	0	0	
Received Shifts (Day)	0	1	0	1	0	0	0	2	
Received Shifts (PM)	0	0	0	0	0	0	0	0	
<b>Total</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	
Missing Shifts (Night)	1	1	1	1	1	1	1	7	
Missing Shifts (Day)	1	0	1	0	1	1	1	5	
Missing Shifts (PM)	1	1	1	1	1	1	1	7	
<b>Total</b>	<b>3</b>	<b>2</b>	<b>3</b>	<b>2</b>	<b>3</b>	<b>3</b>	<b>3</b>	<b>19</b>	
Shift Compliance (Night)	0%	0%	0%	0%	0%	0%	0%	0%	
Shift Compliance (Day)	0%	100%	0%	100%	0%	0%	0%	28%	
Shift Compliance (PM)	0%	0%	0%	0%	0%	0%	0%	0%	
<b>Avg. Shift Compliance</b>	<b>0%</b>	<b>33%</b>	<b>0%</b>	<b>33%</b>	<b>0%</b>	<b>0%</b>	<b>0%</b>	<b>9%</b>	

\*SNR Compliance monitors only CNA documentation for active residents on each day of service

Admission days - only PM shift considered for the resident

Discharge days - no shifts considered for the resident

See at a glance whether data is missing for residents by shifts over a week. This report makes it easy to verify data collection across all shifts – the key to accurate MDS assessments. The sample above is for only one resident.

## Hardware and Specifications

NetSolutions® POC gives providers a choice of hardware. The software runs on wall-mounted touchscreen kiosks as well as Windows desktops, laptops, and tablets. The requirements for kiosks include Windows compatibility with 2g ram and IE10 or higher. Also required is administrator access to configure devices, load the activeX print control, and modify IE settings.

NTT DATA does not recommend specific vendors, but we have had positive experience working with IT Medical Solutions. Contact Patrick Hanson at 905-881-5814x222 or patrick@itmedicalsolutions.com.

**To Learn More**

Contact an NTT DATA LTC Solutions representative to discuss how our offerings would work for your organization.

Contact us at  
 James.Ingalls@nttdata.com  
 Jill.Moss@nttdata.com

800-426-2675

**About NTT DATA**

NTT DATA is your Innovation Partner anywhere around the world. With business operations in more than 35 countries, we put emphasis on long-term commitment and combine global reach and local intimacy to provide premier professional services from consulting, system development, business process and IT outsourcing to cloud-based solutions.

Visit [www.nttdata.com/americas](http://www.nttdata.com/americas) to learn how our consultants, projects, managed services, and outsourcing engagements deliver value for a range of businesses and government agencies.

## Resident Assessment for MDS 3.0

### NetSolutions is your assistant in the MDS 3.0 process

NetSolutions Resident Assessment provides maximum ability to import and export data. It imports responses from NetSolutions applications and through interfaces. It streamlines workflow by exporting data for CAAs, care plans, and billing.

### Maximum assistance in completing the assessment

NTT DATA has been meeting MDS deadlines since the MDS began. You can rely on your NetSolutions MDS 3.0 software to deliver the data needed for efficient MDS completion:

- » Support FY2014 changes including Distinct Calendar Days and co-treatment minutes
- » Import responses from forms created with NetSolutions User-Defined Assessments (UDA) including the Nursing History and Assessment
- » Import flu and pneumococcal vaccination data to Section O from Immunization Record feature
- » Interface with NetSolutions Point-of-Care and other POC systems to import data (optional)
- » Interface with Therapute and Rehab Optima to import days and minutes of therapy for Section O (optional)
- » Interface with MDS analysis services PointRight, eHDS, MDS Director, and Team TSI (optional)
- » Support real-time point-of-care data entry for resident interviews when loaded on windows laptops and tablets with wireless connection to the facility's network
- » Share data for PPS billing and care planning
- » Complete automatically the CMS 672/802 forms for surveyors
- » Provide security by individual user and groups of users for each MDS section
- » Meet state-specific requirements
- » Display previous responses for an item as you complete an assessment
- » Link to the appropriate page of the RAI Manual from the item you are completing
- » Exclude assessments for residents with Medicare Advantage plans from the batch sent to CMS

### Information Central for MDS 3.0

The Summary page for MDS 3.0 is a clutter-free source for the information and tools you need to get to work and stay organized. With the links on this page you can:

- » Add a new assessment
- » Create an EDS file
- » Open the latest version of the RAI manual
- » Edit and delete assessments
- » Audit an assessment
- » View and print reports

The information you'll use every day in the Summary page includes:

- » Assessment status, such as incomplete, audit failed, and "complete ready for submission"
- » Type of assessment per A0310

### The NetSolutions System

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Electronic Medical Record

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- » Therapy
- » User-Defined Assessments
- » Wound Management

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- » Drug Interactions
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- » eDocuments
- » eResults

Communications

- » Insight Dashboards
- » Point of Care
- » eAssignment and Messaging



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- » RUG scores: Medicare Part A, Medicare Non-Therapy Part A, and State Medicaid
- » Assessment Reference Date
- » Completion date (Z0500B)
- » Completion dates for CAAs and Care Plan (V0200B2 and V0200C2)

## CAAs and CATs

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NetSolutions gives you online tools to work Care Area Assessments (CAA) following the 9-step process in the RAI Manual with all documentation becoming part of the Electronic Medical Record.

After an assessment is complete, view a list of triggered CAAs, select CAAs to include in the care plan, and enter the location of CAA documentation. Click Notes to see the MDS responses that triggered a CAA for a resident.

Work the CAAs from the MDS by opening the CAA worksheets, originally from Appendix C of the RAI Manual. Document your CAA assessment with the CAA worksheets (Review of Indicators). The CAA worksheets, including your notes, are available from each MDS for future reference.

Add electronic files such as photos and lab results to CAA Notes using NetSolutions eDocuments.

## Be Prepared for Surveyors with CMS forms 672 and 802

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With NetSolutions your CMS-672/802 forms are completed automatically for surveyors.

View the full form on one page. It includes the number of residents that triggered for each item. Click that number for a list of residents and their MDS responses. From that window you can edit items and add residents. This information updates open assessments or is saved for the next assessment.

By making it simple to update items on the fly, it's much easier to keep the CMS-672/802 current for Quality Assurance activities as well as surveyors. The software assists you in completing items on the 672/802 that do not correspond with MDS 3.0 items.

## Key Features

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### MDS Data used for Billing

MDS data is used by NetSolutions AR-Billing software for Medicare PPS claims. NetSolutions gives billing staff a special page to quickly review and approve recently imported assessments for residents in your facility. Separate diagnoses rankings are maintained for clinical and billing use.

### Stay on Schedule with Due Date Reports

See at a glance which MDS sections are complete with the interactive navigation bar. Due Date reports are important tools that show all assessments due during the time period you specify, and include any past-due assessments. Sort criteria include residents location, ARD, and payer type. You can generate the report by date, date range, or location.

### Suggests Care Plan Problems

Based on CAAs, correlations with MDS 3.0 responses, and diagnoses, this software prepares a list of suggested problems to be addressed in the care plan and displays them in NetSolutions Care Plan.

### Help Where and When you Need It

While you're working on an assessment you can open a dialog box to see the resident's responses on a previous assessment, by MDS 3.0 item and date, going back as far as the previous comprehensive assessment. The box can be moved around the desktop for quick reference.

Use a link to open the appropriate page of the RAI Manual from the item you are completing

### Audits and Security by MDS Section

This software audits assessments to identify incomplete sections, inconsistencies with coding rules, responses outside allowable ranges, and sequencing discrepancies.

Manage access to the MDS by setting security levels for individuals and groups of users by MDS section. System Manager staff assign authority and access levels: edit, view only, or no access.

### Timesaver Tools

You can navigate the form using the Tab and Enter keys if you prefer. It doesn't show items that are skipped depending on a response, for example if B0100-Comatose is answered Yes, the other items in Section B collapse immediately. The software calculates subtotals in sections.

### Including MDS Assessments in Continuity of Care Documents (CCDs)

The Health Record feature packages resident information that you select into a single file that can be shared with other health care providers. The feature adds data to the file according to the time range and items you select, such as MDS 3.0 assessments, allergies, diagnoses, physician orders, immunization record, vital signs, progress notes by category, and care plan. The data is generated as a report that is saved in pdf format or as a Continuing Care Document in xml.

### Snapshots: Clinical and ADT

NetSolutions is a resident-centered system that presents information efficiently and logically, using features such as the ADT, Clinical, and Financial Snapshot pages for fast navigation. The Clinical Snapshot connects you to all areas of a resident's Electronic Medical Record (EMR). For MDS assessments, it gives you a summary of completion status and dates. Drill down to a full assessment. Information needed for the MDS is immediately available from the Clinical Snapshot including progress notes, medication orders, care plans, vitals, and immunizations.

### Massachusetts MMQ

This NetSolutions module is available as a separate purchase. It streamlines completion of the Massachusetts Management Minutes Questionnaire and offers valuable on-demand reports.

## Interfaces with Point-of-Care, Therapute, Analysis Vendors

NetSolutions Point of Care seamlessly exports data to the MDS that was charted by direct caregivers. Data is delivered to eight MDS 3.0 sections including Sections G (for ADLs), C, D, E, H, M, and O.

NTT DATA also provides interfaces to third-party vendors of point-of care solutions. These interfaces share data such as resident information, responses for MDS items, and vitals. NTT DATA currently has interfaces with CareTracker, Dart Chart, and AccuNurse.

### Therapute and Rehab Optima

Import minutes and days of therapy entered in Therapute and Rehab Optima software for MDS 3.0 Section O. With Therapute you can import resumption-of-therapy dates for item O0450B.

## MDS Analysis Services

One-step connection to your choice of MDS data analysis specialists including:

- » PointRight (formerly LTCQ): [www.pointright.com](http://www.pointright.com)
- » eHDS: [www.ehds.biz/](http://www.ehds.biz/)
- » Team TSI: [www.teamtsi.com/](http://www.teamtsi.com/)

## Reports: Ad Hoc and on Demand

**Ad Hoc Reporting:** combine data from MDS 3.0 as well as ADT/Prospects, and User-Defined Assessments to create reports such as all residents in a certain station, who are patients of Dr. Smith, and use a hearing aid.

**Assessment Item Analysis:** Generates an unlimited number of report combinations, such as all residents with restraints and/or stage 2 pressure ulcers, and all residents who have glasses and/or dentures. Query criteria can be saved and re-used. It pinpoints data for survey preparation.

The following standard reports are available on demand from this MDS 3.0 software:

**Assessment Status:** Sort by location, resident/s, assessment type, and ARD date range. It shows assessment status, such as placed in EDS batch, inactivation pending, and audit failed.

**Audit Trail:** Track events during the MDS 3.0 process with this report that shows saves, audits, and changes, with when, why, and who.

**Significant Change:** Compares current and previous assessments to determine whether Significant Change assessment criteria were met.

**Case Mix History:** Shows data needed for Medicare PPS billing, including residents' RUG scores, ARDs, and PPS Assessment Type.

**Case Mix Roster:** Select your sort criteria: by resident, location, or RUG. Report includes a bar chart showing RUG frequency.

**Due Dates:** Reports show all assessments due during the time period you specify, and include past-due assessments. Organize reports by resident or location.

**Nursing Kardex:** a paper method for advising staff of resident's status on ADLs, hearing, cognition, allergies, and more.

**RUG Comparison:** Compares a resident's current and previous RUG-IV scores.

## System Information

This MDS 3.0 software is part of the Web-based, NetSolutions system. It shares data directly with ADT, AR-Billing, Care Plan, Physician Orders, User-Defined Assessments, and Point of Care. For more information contact Sales at 800-426-2675 or [www.nttdataltc.com](http://www.nttdataltc.com).

To Learn More:

Contact an NTT DATA LTC Solutions representative to discuss how our offerings would work for your organization.

Contact us at  
[James.Ingalls@nttdata.com](mailto:James.Ingalls@nttdata.com)  
[Jill.Moss@nttdata.com](mailto:Jill.Moss@nttdata.com)

800-426-2675

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Visit [www.nttdata.com/americas](http://www.nttdata.com/americas) to learn how our consultants, projects, managed services, and outsourcing engagements deliver value for a range of businesses and government agencies.



## Resident Funds

### Streamlined tracking of your residents' funds

Long-Term Care facilities use NetSolutions Funds software to set up and track their residents' incoming and outgoing funds in the residents' account.

Federal law requires facilities provide a trust fund for any Medicaid resident that requests one. Other common types of funds are burial, savings, and security deposit accounts.

NetSolutions Resident Funds software provides features and functions that automate:

- » Interest allocation
- » Bank reconciliation
- » Petty cash
- » Bank charges distribution
- » IRS 1099-INT forms
- » Statements for residents and family

### Features

- » Supports batch processing of deposits and withdrawals
- » Provides features for balancing petty cash
- » Tracks amount of petty cash funding by resident funds or from facility's operating cash
- » Accepts split receipts from NetSolutions AR-Billing
- » Supports more than one fund account for a resident
- » Tracks resident's portion of fund account interest using two options: one determines the amount of interest based on the interest rate and the average daily balance. The other method's calculation includes subtracting service charges from earned interest
- » Supports adding a cash drawer to all fund types
- » Prepares separate statements for each type of fund, for one or all residents, and according to the time period you specify
- » Integrates with NetSolutions AR-Billing to avoid duplicate data entry. Integration also allows online payments from a resident's fund to their accounts receivable account
- » Exports transactions to NetSolutions GL and other General Ledger software
- » Provides a snapshot view of the resident's census, demographic, and contact data, including reimbursement information. The ADT Snapshot page includes hotlinks and drill downs for immediate answers.

### The NetSolutions System

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NTT DATA

Long Term Care Solutions, Inc.  
[www.nttdataltc.com](http://www.nttdataltc.com) - 800-426-2675

## Valuable Reports

Reports useful in day-to-day operations and for management information are available on demand:

- » Cash Drawer
- » Transactions, including check numbers, and option to include all transactions, deposits, payments, and withdrawals
- » Interest
- » Resident Information
- » 1099-INT forms (paper and electronic)
- » Fund History including residents with inactive funds
- » Reconciliation, Reconciliation Worksheet
- » History
- » Journal Entry
- » Fund Balances
- » Fund Statements: shows withdrawals, deposits, and balance by resident
- » Resident Statements: shows current standing of a resident's fund, detailing balances as of the last reconciliation, all unreconciled transactions, and the current balance

### To Learn More

Contact an NTT DATA LTC Solutions representative to discuss how our offerings would work for your organization.

Contact us at  
[James.Ingalls@nttdata.com](mailto:James.Ingalls@nttdata.com)  
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## NetSolutions User-Defined Assessments

### Add your worksheets to the EMR; export data to MDS 3.0

NetSolutions™ User-Defined Assessments eliminates paper versions of your facility's worksheets, surveys, and assessments and puts the information in residents' Electronic Medical Records. It increases efficiency by exporting data to MDS 3.0 items and to the Care Plan Suggested Problems list.

With NetSolutions User-Defined Assessments (UDA) you enter assessment responses online and stand back while it:

- » calculates scores
- » maintains histories
- » shows trends in a graph

UDA lives up to its name – user-defined – by offering unlimited flexibility for capturing exactly the information you want in worksheets and assessments, such as level-of-care evaluations dehydration reviews, and pre-admission worksheets.

Its user-friendly interface lets you complete a form in any order. Use your mouse or scroll to reach any area of an assessment. Learning curves are short since the look and logic of UDA are the same as NetSolutions' MDS 3.0 software.

UDA gives you a choice of creating your own assessments or using pre-built templates of assessments. Your software arrives with 27 templates loaded, with many more available to download. A complete list begins on page 3.

### Share responses with MDS 3.0 and Care Plan

The Nursing History & Assessment template is pre-loaded in UDA. It was designed to be an online version of a typical head-to-toe assessment that facilities use at admission, between MDS assessments, and annually. Compare results over time with a History report.

To increase efficiency, items included in the UDA Nursing Assessment that match MDS 3.0 items are already linked. The UDA data is automatically available to import as you complete an MDS 3.0 assessment. Simply click the Import button to select UDA responses to import.

You can set up correlations between UDA assessments and the list of Suggested Problems that is used to develop Care Plans. Your correlations would be in addition to the set of correlations built into the system.

This software gives you tools to link responses in one UDA assessment to another. For example, you could set up a correlation between the choice "Mild" in "Muscles of Facial Expression" in the AIMS to the choice "Mild" in the Grimaces section of the DISCUS.

NetSolutions clients share templates they've created by posting them on our clients-only Website.

### The NetSolutions System

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## Set up Your Own Assessments

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When you set up an assessment, you enter the questions and how you want them answered: with yes/no, multiple choice, or text. Add correlations to export data between UDA forms, between UDA forms and MDS 3.0 items, and between UDA forms and Care Plan Suggested Problems.

You attach score values to each response when you set up the assessment and UDA calculates total scores. If scoring isn't appropriate, skip it. UDA can be set up to compare scores and report changes as increased, decreased, or unchanged. "Required" questions can be specified. An audit will show any missing required fields.

Instructions for conducting an assessment can be added so they are readily available online. An example from the AIMS:

"4. Have the resident sit in chair with hands on knees..."

Add facility policies and procedures to templates to support standardization.

### Reporting: Ad Hoc and On Demand

With Ad Hoc reporting you can combine data from MDS 3.0, ADT/Prospects, and User-Defined Assessments (UDA) to create a report such as all residents in a certain station, who are patients of Dr. Smith, and use a hearing aid.

On-demand reports can be generated by one, some or all residents and include History, Due Dates, and Resident Comparison.

### Medicare Certifications and Recertifications

Templates for Medicare Certifications and Recertifications are included and can be signed electronically by physicians with system access. They can also be printed for a paper process, and formatted as a pdf for emailing.

### Recording Statements from Residents and Family

NetSolutions can capture statements made by residents and family members in a window that pops up on top of the page where you're working. To add a comment, simply enter its text, and optionally add the type of note, and assign it to a folder.

### Marketing Tool

Enter assessment information for prospective residents before they register to make sure their needs match your facility's resources. At registration the assessment becomes part of their EMR.

### Add Value to Assessments with Notes and Correlations

Free-form notes can be added to an assessment. The Trends window displays a history of assessments with scores and a graph to identify improvement or decline in a resident's condition. Responses from one assessment can be linked to another, creating a flow of data.

You can set up correlations with MDS 3.0 items and with items in the Suggested Problems list in Care Plan.

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## Key Features

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- » Offers 27 pre-loaded assessment templates with many more available to download
- » Links correlated items in UDA forms with other UDAs, MDS 3.0 items, and list of Suggested Problems in Care Plan
- » Provides a Nursing History and Assessment template with pre-built MDS 3.0 correlations

- » Pulls data in ADT to UDA assessments including census information, Advance Directives, diagnoses, allergies, and contact information
- » Offers ability to modify and edit templates
- » Supports sharing of user-defined templates with other facilities.
- » Imports templates created by other facilities from NTT DATA's clients-only Website
- » Retains assessment data for prospects – import it at registration
- » Gives option of displaying your facility's policies and procedures as you complete a form.
- » Generates graphs to show trends in a resident's status
- » Calculates total scores and reports increased, decreased, or unchanged

## Pre-loaded Assessment Templates

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NetSolutions UDA arrives with the following 27 assessment templates already loaded. You can use a template as is or modify it. Additional templates that were created and shared by our clients are available to download from the clients-only section of our Website.

### **Abnormal Involuntary Movement Scale (AIMS)**

The Abnormal Involuntary Movement Scale (AIMS) assessment measures a resident's current neurological condition based on observable involuntary movements, and indicates whether the resident should be referred for a full neurological examination. It contains twelve response items under five headings. The instructions include a scale for interpretation of the AIMS score.

### **ADL Decline Assessment**

The Activities of Daily Living (ADL) Decline Assessment records a resident's level of physical and mental activity and helps track changes that may be a cause for concern. It includes sixteen response items under five headings. A scoring system can be added during facility setup. This assessment can provide some of the required documentation for the ADL CAA and the Physical Functioning ADL Quality Indicator.

### **Bedfast Resident Assessment**

The Bedfast Resident Assessment uses a subset of the ADL Decline Assessment to evaluate the causes and consequences of bedfastness in a resident. It contains thirteen unscored response items in three categories. This assessment can provide some of the required documentation for the Pressure Ulcer Quality Indicator, and the Bedfast Quality Indicator.

### **Bowel and Bladder Evaluation**

The Bowel and Bladder Evaluation assesses factors contributing to incontinence in a resident and tracks interventions taken to resolve or manage the condition. It contains 22 response items under seven headings. A scoring system can be added.

### **Comprehensive Skin Assessment**

This assessment provides an in-depth assessment of a resident's pressure ulcers; other ulcers, wounds, and skin problems; skin history; and nutritional and hydration status; and preventive measures for skin conditions.

### **Dehydration Review**

The Dehydration Review helps analyze the causes, symptoms, and complications of a resident's dehydration. It has 30 response items under seven headings. Scores can be added. This review can provide some of the required documentation for the Dehydration CAA, the Dehydration Quality Indicator, and the Surveyor Investigative Protocol for Hydration.

### **Diminished Activity Assessment**

The Diminished Activity Assessment helps evaluate a resident who has poor activity attendance. The emphasis is on the relation between cognitive functioning and social participation. Scores can be added to the sixteen response items. This assessment can provide some of the required documentation for the Activities CAA and the Activities Quality Indicator.

### **Discharge Instructions For Care**

The Discharge Instructions for Care form provides a structured document for residents and their next of kin to receive care instructions at discharge. It includes sections on medications, wound care and treatment, diet, the resident's physical status, resources and services for the discharged resident and important contact numbers, and follow-up care instructions.

### **Discharge Plan/Discharge Plan Review**

The Discharge Plan/Discharge Plan Review document establishes the plan for a resident's discharge. It provides a comprehensive review of the resident's status on admission followed by sections for the physician's input regarding the discharge, the resident's and resident representatives' reaction to the discharge plan, community and referral resources for the discharged resident, and comments.

### **Discharge Summary and Interdisciplinary Recapitulation of Resident's Stay**

This assessment provides a summary of the resident's stay and status at discharge as evaluated by multiple disciplines. After a summary of the resident's stay and the reason for discharge, it includes sections for entering a Social Services summary, resident belongings notes, most recent vital signs and labs, and a detailed Physical Function summary. It also documents the resident's assistive devices, special treatments, dental status, allergies, nutrition guidelines, activities and restorative programs, and post-discharge plan.

### **Dyskinesia Identification Scale—Condensed User Scale (DISCUS)**

The Dyskinesia Identification System - Condensed User Scale (DISCUS) assessment measures the neurological side effects of psychotropic medications. It includes both the main DISCUS neurological exam and an Evaluation section documenting other factors. This is a scored assessment with detailed instructions for diagnosis.

### **Faber Fall Risk Assessment**

The Faber Fall Risk Assessment evaluates a resident's level of risk for falls. It includes 29 response items under headings such as Disease or Condition, Physical Functioning, and Medications. Scores can be added. This assessment can provide some of the required documentation for the Fall CAA and the Fall Quality Indicator.

### **Faber Pressure Area Risk Assessment**

The Faber Pressure Area Risk Assessment helps identify a resident's risk for pressure ulcer development. It contains 26 unscored Yes/No response items. This assessment can provide some of the required documentation for the Pressure Ulcer CAA, the Pressure Ulcer Quality Indicator, and the Surveyor Investigative Protocol for Pressure Sores.

### **Impaction Assessment**

The Impaction Assessment provides a set of questions to evaluate causes of fecal impaction in a resident and to record actions taken to resolve the problem. Contains eight unscored Yes/No items. This form can provide some of the required documentation for the Impaction Quality Indicator.

### **Interdisciplinary Discharge Summary**

The Interdisciplinary Discharge Summary provides a recapitulation of the resident's stay and status at discharge for interdisciplinary care providers, including Social Services, Nursing Services, Dietary Services, Activities, and Rehab Services, plus a Comments/Additional Notes section for each discipline.

### **Interdisciplinary Foley Catheter Assessment**

The Interdisciplinary Foley Catheter Assessment records the care team's rationale and recommendations regarding a resident's need for a Foley catheter. Contains four unscored text entry response items. This assessment can provide some of the required documentation for the Urinary Incontinence/Indwelling Catheter CAA, the Presence of Indwelling Catheter Quality Indicator, and the Urinary Tract Infections Quality Indicator.

### **Interdisciplinary Restraint Assessment**

The Interdisciplinary Restraint Assessment records the care team's rationale and recommendations regarding restraint use on a resident. Contains 40 unscored response items under seven headings. This assessment can provide some of the required documentation for the Physical Restraint CAA and the Restraint Quality Indicator.

### **Interdisciplinary Weight Loss Risk Assessment**

The Interdisciplinary Weight Loss Risk Assessment helps nurses and dietitians determine the cause of a resident's weight loss. Includes 29 unscored response items in three categories. This assessment can provide some of the required documentation for the Nutritional Status CAA, the Weight Loss Quality Indicator, and the Unintended Weight Loss Surveyor Investigative Protocol.

### **Maryland MDS**

The Maryland MDS template enables you to conduct the MMDS state assessment for your residents on the Assessments page. Once you have conducted an assessment, you can print the MMDS as a NetSolutions user report. First add the report on the User Reports Setup page, then print the report from the User Reports page. Both pages are accessed from the Reports tab task menu.

### **Medicare Certification and Recertification templates**

This set of six templates enables you to complete the Medicare certification process for the resident. It includes the following templates:

- » Medicare Initial Certification and Recertification
- » Medicare Recertification of continued SNF inpatient care. On or before 14th day of admission.
- » Medicare 2nd Recertification 30DAY
- » Medicare 3rd Recertification 60DAY
- » Medicare 4th Recertification 90DAY
- » Medicare 5th Recertification 120DAY

### **Nursing History and Assessment**

The Nursing History and Assessment is intended as a general assessment for nurses to conduct with a resident on initial entry to a facility or on a periodic basis such as quarterly or annually. The assessment consists of 18 sections covering standard areas of concern for long-term care residents including Allergies, Vital Signs, Diagnoses, Immunization History, Cognitive Status, and more.

This template is set up with correlations to the MDS 3.0. When you conduct a UDA assessment that is correlated to the MDS, the responses to the correlated items are made available the next time you conduct the MDS 3.0 assessment. In each section of the MDS, you can click the Import link to import the correlated data that was entered in UDA.

### **Quality Assurance Dining Observation**

The Quality Assurance Dining Observation aids dietitians in evaluating the dining room. It contains twelve unscored response items under two headings. This form can provide some of the required documentation for the Nutritional Status CAA, the Weight Loss Quality Indicator, and the Dining and Food Service Surveyor Investigative Protocol.

### Quality Assurance Random Hydration Review

The Quality Assurance Random Hydration Review helps determine the hydration needs of a resident. Contains eight Yes/No questions, unscored. This form can provide some of the required documentation for the Dehydration CAA, the Dehydration Quality Indicator, and the Food Service Surveyor Investigative Protocol for Hydration.

### Resident Interview for Dietary

The Resident Interview for Dietary form assists Quality Assurance in identifying problems in meal consumption and meal delivery. Contains ten Yes/No questions, unscored. This form can provide some of the required documentation for the Nutritional Status CAA, the Weight Loss Quality Indicator, and the Food Service Surveyor Investigative Protocol.

### Residents Who Have Cognitive Deterioration

The Residents Who Have Cognitive Deterioration assessment provides for detailed documentation of any changes in a resident's level of cognitive functioning. It contains 29 unscored Yes/No questions under five headings. This form can provide some of the required documentation for the Cognitive Loss CAA and the Cognitive Quality Indicator.

### ROM Decline Assessment

The Range of Motion (ROM) Decline Assessment evaluates the causes and complications of a range of motion reduction in a resident, and tracks any restorative or maintenance measures taken. Includes sixteen response items in five categories. This assessment can provide some of the required documentation for the Decline in Range of Motion Quality Indicator.

## Assessment Templates Available to Download

72-Hour Post Fall Observation and Assessment	Evaluation for Bowel and Bladder Training
Activities Assessment	Existing Pressure Ulcer List
Activities Comprehensive	Folstein Mini-Mental Status Exam
Activities Evaluation	Geriatric Depression Scale
Activities ReAssessment	Hydration Risk Form
Activity Annual and Quarterly Assessment	Initial Restraint Assessment
Admission & Annual Nutrition Assessment	Inquiry
Admission Data Collection	Mattress Assessment
Bed Safety Assessment	Medical Nutrition (Initial) Therapy Assessment
Braden Scale (3 versions)	Nurses Weekly Summary
Brief Cognitive Rating Scale	Nursing Communication to Therapy
Cardiac Pacemaker Information	Nutrition Screening
Care Plan Conference Summary (2 Versions)	Nutritional Risk Screening
Change In Condition	Pain Assessment
Clinic Service Assessment	Pain Assessment Tool
Community Applicant Profile Questionnaire	Pain Data Collection Tool
Comprehensive Hydration Risk Evaluation	Patient Health Questionnaire (PHQ-9)
Consultant Dietitian Eval	Physicians History and Physical
Contracture Tracking	Post Hospital Return Assessment
Daily Skilled Nurses Notes	Pre-Certification for SNF Stay
Dietary Meal Card	Pre-Admission Assessment
Early Detection of TB Questionnaire	Pre-Admission Nursing Assessment
Elopement Risk Assessment	Pressure Area Risk Scale



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## Assessment Templates Available to Download (continued)

Pressure Ulcer – Initial Weekly  
Psycho-Social Assessment  
Psychotropic Review  
Quarterly Medical Nutrition Therapy Assessment  
Registered Dietitian Nutrition Assessment  
Resident Activity Interest Assessment  
Resident Care Card  
Resident Transfer Guide  
Resident/Family Education Record  
Respiratory Assessment  
RN Assessment Tool  
SBAR (with and without Progress Notes)  
Self-Administration of Medication Assessment  
Service Plan  
Side Rail Evaluation  
Skilled Documentation Flow Sheet  
Skin Assessment/Review  
Smoking Assessment Tool  
SNF Coumadin Flow Record  
Social Service Anticipated Discharge Plan  
Social Service Assessment  
Social Service Discharge Referral  
Social Services Initial Assessment  
Social Services Resident Weekly Summary  
Suicide Risk Assessment  
Suicide Risk Assessment - RAG  
Tenant Summary Assessment  
Thirty (30) Day Restraint Review  
Urinary Catheter Assessment  
Utilization Review - Rehabilitation to Home

### To Learn More

Contact an NTT DATA LTC Solutions representative to discuss how our offerings would work for your organization.

Contact us at  
[James.Ingalls@nttdata.com](mailto:James.Ingalls@nttdata.com)  
[Jill.Moss@nttdata.com](mailto:Jill.Moss@nttdata.com)

800-426-2675

### About NTT DATA

NTT DATA is your Innovation Partner anywhere around the world. With business operations in more than 35 countries, we put emphasis on long-term commitment and combine global reach and local intimacy to provide premier professional services from consulting, system development, business process and IT outsourcing to cloud-based solutions.

Visit [www.nttdata.com/americas](http://www.nttdata.com/americas) to learn how our consultants, projects, managed services, and outsourcing engagements deliver value for a range of businesses and government agencies.

## Clinical Dashboard:

### Built-in feature of the NetSolutions EMR

With the Clinical Dashboard feature you can view Key Performance Measures at a glance to manage each resident's care and your facility's overall performance. The Dashboard is delivered as part of NetSolutions ADT and EMR applications. Scheduled for release in February 2016; contents of the release is subject to change.

### Delivered with 34 Key Performance Indicators

Your Clinical Dashboard will be delivered with 34 pre-defined KPIs (Key Performance Indicators) in these categories: Census, Vitals, Care Delivery, Documentation, and Diagnoses. The pre-defined KPIs can be modified on the fly. You can define additional KPIs for your facility. Drill-down details provide actionable information.

When you click on Clinical Dashboard from the main menu you will notice that it resembles the CMS-672/802 pages with KPIs divided into categories. Each KPI includes a brief description and a number link. The number represents how many residents triggered a KPI. Click on the number to see the residents listed as well as information associated with the trigger.

### Census KPIs: New Admissions and Hospital Readmissions

All facility staff with security will know when a new resident arrives by checking the New Admissions KPI in their Dashboard. When they click on the number link a list of residents with an admit date in the look-back period will display along with this data: location, HR#, payor, admit date/time, discharge date/time, visit source, prior hospital, and discharge code. A report can be viewed, printed, and shared in pdf format.

You can change your view of KPIs – to all KPIs for a specific resident or for residents in a specific nursing station. KPI results also can be displayed in graph formats.

To capture important Hospital Readmission information, seven new data entry fields will be added to Discharge and Hold screens in ADT. The Hospital Readmission KPI and its graph will include Percent readmissions by month, Hospital Admissions per 1000 days, Transfers to ED per 1000 days, Transfers to Hospital (Observation) per 1000 days, Admissions by day of week, Admitting Hospital, and Admissions by Payor. For Transfers, data is available for time of day, by attending physician, by outcome, by condition, by diagnoses, and by contributing reason.

### Creating and Modifying KPIs

The Dashboard supports you with a simple process for creating facility-defined KPIs. You can modify the built-in KPIs on the fly to pinpoint specific information.

For example, you can add more diagnoses KPIs with a simple process that includes setting the look-back period, and specifying an ICD-10 code or a range of ICD-10 codes (such as all Diabetes codes). Another option is capturing residents with a specific diagnosis and vitals in a specific range.

*continued*

### The NetSolutions System

#### Revenue Cycle Management

- » Accounts Receivable & Billing
- » Resident Funds
- » General Ledger, Accounts Payable

#### Electronic Medical Record

- » MDS 3.0
- » Care Plan
- » Progress Notes
- » Therapy
- » User-Defined Assessments
- » Wound Management

#### Medication Management

- » eCharting, eMAR
- » Drug Interactions
- » Physician Orders
- » ePrescribing

#### Documentation Management

- » Incident Reporting, Infection Control
- » eDocuments
- » Test Results

#### Communications

- » Insight Dashboards
- » Point of Care
- » CareConnection Interface
- » eAssignment & Messaging

#### To Learn More

Contact an NTT DATA LDC Solutions representative to discuss how our offerings would work for your organization.

Contact us at  
James.Ingalis@nttdata.com  
Jill.Moss@nttdata.com

800-426-2675

NTT DATA

NTT DATA Long Term Care Solutions, Inc.  
[www.nttdatalc.com](http://www.nttdatalc.com) - 800-426-2675

## The Built-in KPIs

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The following 34 KPIs are pre-defined and will appear in your Clinical Dashboard, when you have the associated NetSolutions application. At a minimum ADT KPIs and Diagnoses will display on your system, because that data resides in the ADT (Admit Discharge Transfer) app that is included in all NetSolutions systems.

To populate all the KPIs shown below, your NetSolutions EMR would include these apps: ADT, Care Plan, MDS, Physician Orders, eCharting with eMAR, Interdisciplinary Progress Notes (IPN), and UDA. For Vitals, either Care Plan or Physician Orders is required.

### ADT KPIs

- » New Admissions
- » Hospital Readmissions

### Vitals from Physician Orders or Care Plan

- » Pulse – Radial
- » Systolic Blood Pressure and Diastolic Blood Pressure
- » Respiration
- » Temperature
- » Oxygen Saturation Percentage
- » Pain
- » Blood Glucose and Blood Glucose – Diabetic Residents
- » Weight Loss – 30 days and 6 months
- » Weight Gain – 1 week and 1 week with diagnosis of CHF or Chronic Renal Failure

### Interdisciplinary Progress Notes (IPN)

- » Pending Progress Note – past 24 hours
- » No Progress Note Documented – past 72 hours

### Physician Orders

- » Anxiolytics, Sedatives, and Hypnotics Use
- » Benzodiazepines Use
- » Pending Physician Orders
- » Physician Review Past Due
- » Unsigned Orders
- » Nurses Un-noted Orders

### Diagnoses

- » Pneumonia
- » Congestive Heart Failure
- » Acute Myocardial Infarction
- » Chronic Obstructive Pulmonary Disease
- » Aftercare of Joint Replacement

**Care Plan** – Goals Past Due and Care Plan Paused

**MDS 3.0** – MDS past due and MDS completed, not submitted

**User-Defined Assessment** - Assessment Past Due and Assessment Performed/Not Performed

**eCharting with eMAR** – PRN Waiting Results and Held Orders – Past 72 Hours

*See screenshots on following pages*



## Information from the Hospital Readmission KPI

Key Performance Indicator - Webpage Dialog

http://w2012pocvm01/NetSolutions/CP/ResolutionHistory.aspx?Prk5nbra1

Look back period: # 1 Frequency Month Start Date: 12/01/2014 Nurses Station: All SEARCH Graph:

KEY PERFORMANCE INDICATOR - HOSPITAL READMISSIONS - LOOK BACK PERIOD 1 MONTH

SRL	RESIDENT NAME	LOCATION	HR #	HOSP D/C DAT	FAC ADM DATE/TIME	DAY	ADMIT BY#	PRIOR HOSPICAL	FAC D/C DATE/TIME	Provide
<input type="checkbox"/>	AAMES, B...TTY M	ENC1171	6577851	11/02/2014	11/02/2014 07:52	Wednesday	P	Providence Hospital	11/10/2014 07:52	Provide
<input type="checkbox"/>	ABBATE, MARYLOU ISABEL	ENC4251	2526	11/14/2014	11/14/2014 09:23	Tuesday	M	Evergreen	11/16/2014 09:23	
<input type="checkbox"/>	ABCD, _T T	abc3126	12681123	11/08/2014	11/10/2014 14:22	Thursday	P	Providence Hospital	11/18/2014 14:22	
<input type="checkbox"/>	ABLE, MARTHA E	ENC1012	5789648	11/12/2014	11/12/2014 13:14	Wednesday	M	Providence Hospital	11/17/2014 13:14	Provide
<input type="checkbox"/>	ACKERMAN, FREDERICK	ENC1072	975142	11/22/2014	11/24/2014 11:51	Tuesday	M	Evergreen	11/30/2014 11:51	
<input type="checkbox"/>	ACKLEY, PIETRA HILDA	ENC3143	2752	11/04/2014	11/04/2014 10:26	Tuesday	M	Overlake	11/09/2014 10:26	
<input type="checkbox"/>	Baars, Ardiene Claudiu...	ENC4061	2969	11/17/2014	11/17/2014 15:03	Monday	M	Providence Hospital	11/22/2014 15:03	Provide
<input type="checkbox"/>	BABEY, NICHOLAS URSULA	ENC3141	A2804	11/18/2014	11/18/2014 16:35	Tuesday	P	Overlake	11/23/2014 16:35	
<input type="checkbox"/>	BACKUS, WILDA SANTO	ENC1012	2937	11/22/2014	11/22/2014 14:39	Thursday	P	Evergreen	11/25/2014 14:39	
<input type="checkbox"/>	Bain, Daniel Giuseppina	ENC3082	2844	11/25/2014	11/25/2014 05:48	Saturday	W	Providence Hospital	11/27/2014 05:48	Provide
<input type="checkbox"/>	BALDASSARE'S, GOODWYN ...	ENC1221	3057	11/13/2014	11/13/2014 03:18	Sunday	M	Providence Hospital	11/14/2014 03:18	Provide
<input type="checkbox"/>	Balla, Aurora Rosalia	ENC1242	3170	11/06/2014	11/06/2014 04:34	Sunday	P	Providence Hospital	11/07/2014 04:34	Provide
<input type="checkbox"/>	Baltz, Carolyn Ena	ENC2041	2604	11/10/2014	11/10/2014 17:07	Friday	M	Providence Hospital	11/12/2014 17:07	Provide

Hospital Readmissions detail screen (1 of 2). This sample screen shows readmissions in the specified look-back period with information pertinent to the readmission including day/dates, payor, prior hospital, destination hospital and outcome, such as admitted or ED visit only.

Key Performance Indicator - Webpage Dialog

http://w2012pocvm01/NetSolutions/CP/ResolutionHistory.aspx?Prk5nbra1

Look back period: # 1 Frequency Month Start Date: 12/01/2014 Nurses Station: All SEARCH Graph: Print Go to:

KEY PERFORMANCE INDICATOR - HOSPITAL READMISSIONS - LOOK BACK PERIOD 1 MONTH Total Residents - 13

SRL	RESIDENT NAME	TEXT OUTCOME	PHYSICIAN	PURPOSE OF STAY	CONDITION	DIAGNOSIS	CONTRIBUTING REASON
<input type="checkbox"/>	AAMES, B...TTY M	Admitted, inpatient	Kelly, Michael	Post-Acute Care	Abnormal lab or test	UTI	Practitioner unable to provide face ...
<input type="checkbox"/>	ABBATE, MARYLOU ISABEL	Admitted, observation	Bradley, Robert	Chronic LTC	Abnormal lab or test	Pneumonia/Bronchitis	Clinician insisted
<input type="checkbox"/>	ABCD, _T T	Admitted, inpatient	Green, Marcus	Post-Acute Care	Altered mental status	UTI	Medication management
<input type="checkbox"/>	ABLE, MARTHA E	ED visit only	Green, Marcus	Post-Acute Care	Diarrhea	Gastroenteritis	Clinician insisted
<input type="checkbox"/>	ACKERMAN, FREDERICK	Admitted, status unknown	Bradley, Robert	Chronic LTC	Altered mental status	Stroke/CVA/TIA/new neurolog...	Supplies/Resources
<input type="checkbox"/>	ACKLEY, PIETRA HILDA	Admitted, inpatient	Sherman, Lee	Post-Acute Care	Behavioral symptoms (agitation...	UTI	Advance care plan not in place
<input type="checkbox"/>	Baars, Ardiene Claudiu...	Admitted, observation	Green, Marcus	Chronic LTC	Abnormal lab or test	UTI	Practitioner unable to provide face ...
<input type="checkbox"/>	BABEY, NICHOLAS URSULA	Admitted, inpatient	Sherman, Lee	Post-Acute Care	Abnormal lab or test	Pneumonia/Bronchitis	Clinician insisted
<input type="checkbox"/>	BACKUS, WILDA SANTO	Admitted, inpatient	Bradley, Robert	Post-Acute Care	Altered mental status	UTI	Medication management
<input type="checkbox"/>	Bain, Daniel Giuseppina	Admitted, observation	Green, Marcus	Chronic LTC	Diarrhea	Gastroenteritis	Clinician insisted
<input type="checkbox"/>	BALDASSARE'S, GOODWYN ...	Admitted, inpatient	Green, Marcus	Post-Acute Care	Altered mental status	Stroke/CVA/TIA/new neurolog...	Supplies/Resources
<input type="checkbox"/>	Balla, Aurora Rosalia	ED visit only	Green, Marcus	Post-Acute Care	Behavioral symptoms (agitation...	UTI	Advance care plan not in place
<input type="checkbox"/>	Baltz, Carolyn Ena	Admitted, status unknown	Green, Marcus	Chronic LTC	Behavioral symptoms (agitation...	UTI	Advance care plan not in place

The Hospital Readmissions detail screen continues when you scroll horizontally and displays physician, purpose of stay, condition, diagnoses and contributing reason.

### About NTT DATA

NTT DATA is your Innovation Partner anywhere around the world. With business operations in more than 40 countries, we put emphasis on long-term commitment and combine global reach and local intimacy to provide premier professional services from consulting, and IT outsourcing to cloud-based solutions. Visit [nttdata.com/americas](http://nttdata.com/americas) to learn how our consultants, projects, managed services, and outsourcing engagements deliver value.

## NetSolutions Resident Scheduling

Scheduled for release first quarter 2016, subject to change

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

NTT DATA Resident Scheduling module will include these features and functions:

- » Ability to create master tables to save time when scheduling. When setting up the master tables, resources and appointment types can be chosen from menus of:
  - Resources, such as shuttle van driver, CNA, conference rooms that are needed for the appointment. The resources can be activated and inactivated
  - Appointment types, such as doctor visit, group activity, room reservation
- » Ability to create appointments, such as for one resident requiring multiple resources, and for multiple residents requiring one or more resources. The software will:
  - Support recurring appointments
  - Offer a cancel/reschedule feature
  - Include a free text section for comments
- » Reports can be generated and viewed and printed for appointments with filters for
  - appointment type
  - resource type
  - selected resources
  - selected residents
  - nursing unit
  - date range
- » Reports can serve as reminders and be shared with the resident/family, resource staff, and nurses stations. The reports will offer a calendar view.
- » Future integrations will be available for these programs:
  - NetSolutions eAssignments & Messaging
  - Microsoft Outlook or other email system
  - Individual resource availability such as a Staff Scheduling program

### The NetSolutions System

#### Revenue Cycle Management

- » AR-Billing
- » Resident Funds
- » General Ledger, Accounts Payable

#### Electronic Medical Record

- » MDS 3.0
- » Care Plan
- » Progress Notes
- » Therapy
- » User-Defined Assessments
- » Wound Management

#### Medication Management

- » eCharting, eMAR
- » Drug Interactions
- » Physician Orders
- » ePrescribing

#### Documentation Management

- » Incident Reporting, Infection Control
- » eDocuments
- » Test Results

#### Communications

- » Insight Dashboards
- » CareConnection
- » Point of Care
- » eAssignment & Messaging

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Visit [www.nttdata.com/americas](http://www.nttdata.com/americas) to learn how our consultants, projects, managed services, and outsourcing engagements deliver value.

## Customer Relationship Management (CRM)

Start a relationship with your residents as you plan to continue with a friendly and efficient approach. This software organizes your facility's interactions with prospects, sales activities, and referrals and provides data for evaluation. Customer information flows to NetSolutions at admission, avoiding errors and duplication.

### Making a Good First Impression

Collect and maintain detailed information on prospective residents from the first contact with NetSolutions CRM. Information categories include preferences for room type and location, payer, and contacts. CRM offers many opportunities to customize data collection.

### Sales Tools

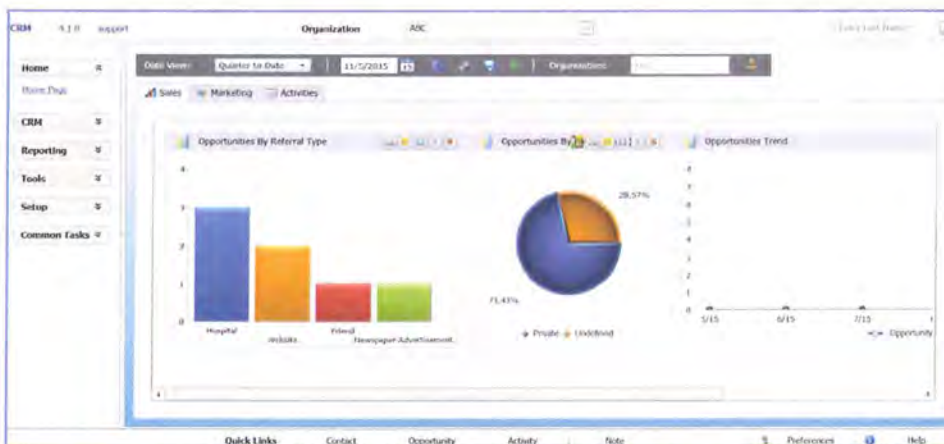
The NetSolutions CRM Dashboard keeps you current with important indicators such as Opportunities by Referral Type, by Payor, and Sales. Sort the data for different views. Call up a prospect's record or a report from your Dashboard.

Maintain a to-do list and personalized record of each marketing activity for maximum sales efficiency.

Maintain wait lists for certain facilities, room, type, and other preferences.

Send and track emails to prospects. A document library provides correspondence templates, mail merge and label capability to streamline and organize communications with the prospect.

Upload documents to the prospect's files with NetSolutions CRM.



Your CRM Dashboard provides at-a-glance information on opportunities and is a central point to reach your CRM tools and prospect data.

### The NetSolutions System

Revenue Cycle Management

- » AR-Billing
- » Resident Funds
- » General Ledger, Accounts Payable

Electronic Medical Record

- » MDS 3.0
- » Care Plan
- » Progress Notes
- » Therapy
- » User-Defined Assessments
- » Wound Management

Medication Management

- » eCharting, eMAR
- » Drug Interactions
- » Physician Orders
- » ePrescribing

Documentation Management

- » Incident Reporting, Infection Control
- » eDocuments
- » Test Results

Communications

- » Insight Dashboards
- » Point of Care
- » Constant Care Technology
- » Customer Relationship Management
- » eAssignment & Messaging



Long Term Post Acute Care  
+ Skilled Nursing Facility

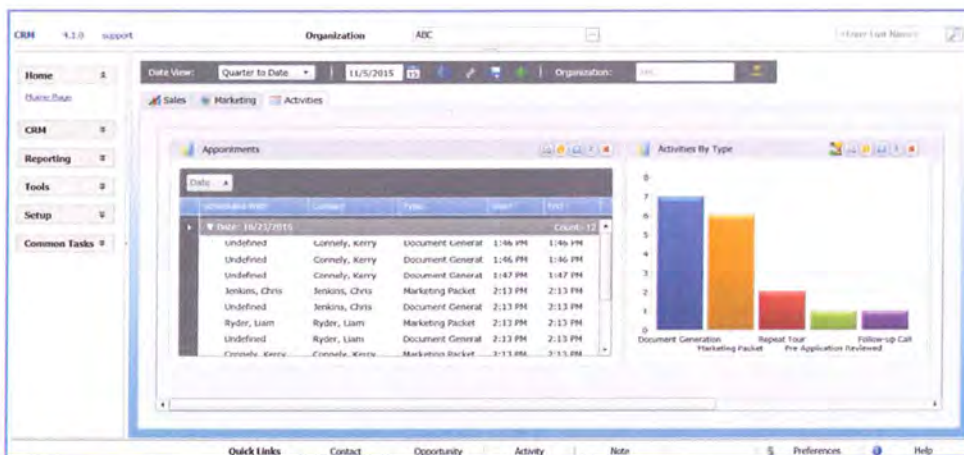
CCHIT® certification gives you an objective way to select LTPAC software that is secure, complete, and ready for Electronic Health Records.

## Reporting

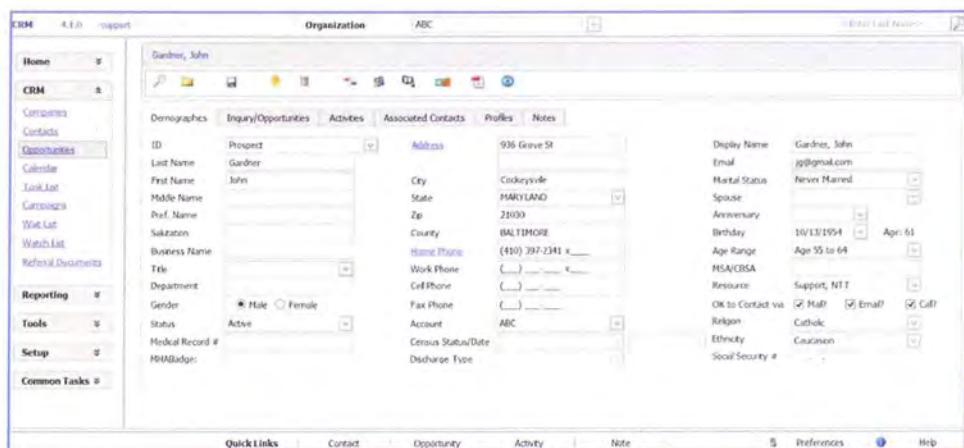
Measure the success of marketing campaigns and track referrals by source with on-demand reports from CRM. Oversee multi-facility staff and track performance with management information. Reports can be exported to Excel spreadsheets.

## NetSolutions Integration

When the prospect is ready to register, data already collected in CRM flows to NetSolutions ADT where it is used for billing and the EMR.



Organize appointments with prospects and make the information available to all who have authorization to view.



Maintain comprehensive information on prospects. Drop-down lists of choices can be customized for your facility's preferences.

**To Learn More:**

Contact an NTT DATA LTC Solutions representative to discuss how our offerings would work for your organization.

Contact us at  
 James.Ingalls@nttdata.com  
 Jill.Moss@nttdata.com  
 800-426-2675

**Attachment 4  
Cost Proposal  
Long Term Care Electronic Health Record  
Request for Proposal Number 5135 Z1**

Deliverable Cost Breakdown: Please indicate total fixed price for each Deliverable category. If desired, the bidder may breakdown each category in more detail. The deliverables will be paid as fixed payments upon completion and acceptance of tasks contained in the deliverable. All costs necessary to satisfy the requirements of this RPF, including labor as well as non-labor associated costs, must be included in the pricing listed on this form.

The payment schedule for the project is tied to fixed lump sum payments for the completion and acceptance of related deliverables, and subsequent Software as a Service monthly payments after implementation of the Long Term Care Electronic Health Record. No invoice will be approved unless the associated deliverables have been approved.

<b>Deliverables</b>	<b>Cost</b>
Project Management Plan (10% of Total Cost of Deliverables)	\$20,749
Data Migration Plan (10% of Total Cost of Deliverables)	\$20,749
Initial System Configuration (10% of Total Cost of Deliverables)	\$20,749
Data Migration Complete (10% of Total Cost of Deliverables)	\$20,749
User Training (15% of Total Cost of Deliverables)	\$31,123
User Acceptance Testing (15% of Total Cost of Deliverables)	\$31,124
Go-Live (30% of Total Cost of Deliverables)	\$62,247
<b>TOTAL COST of DELIVERABLES</b>	<b>\$207,490</b>
Other Costs (during first 4 years)	Cost
Any other Hardware Costs: Please provide detail of any Hardware Costs	<u>NA</u> total
Any other Software Costs not included in base product license (licensing, maintenance, support)	<u>NA</u> total
Any other Costs: Please provide detailed breakout of any additional costs.	<u>NA</u> total
Monthly Software Service Cost, for Initial Contract Period. * <i>Starting upon beginning of implementation.</i>	<u>48</u> # months <u>\$6,525</u> per month <u>\$313,200</u> Total
<p>* For Annual Software Service Costs, please note if these start before or after planned implementation. If after planned implementation for Contract Year 1 indicate only the partial year costs for software service after implementation based on the submitted implementation timeline.</p>	



	Summary by Contract Year	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4
1	Deliverables	\$207,490			
2	Hardware, Software, Other Costs	NA	NA	NA	NA
3	Annual Software Service Costs	\$78,300	\$78,300	\$78,300	\$78,300

### Optional Renewal Periods

	Costs
Optional First Renewal Period - Monthly Software Service (Years 5-6)	\$6,721 monthly \$161,298 Total
Optional Second Renewal Period - Monthly Software Service (Years 7-8)	\$6,923 monthly \$166,152 Total
Optional Third Renewal Period - Monthly Software Service (Years 9-10)	\$7,131 monthly \$171,137 Total

### Optional Service Cost

Provide the hourly rate for additional consulting services for new time and materials projects that fall within the scope of this RFP that might be requested by DHHS. There is no guarantee regarding the number of hours that might be used.

The bidder must list each role/title and provide an hourly rate. All travel expenses must be included in the rate.

Pricing for Additional Services		Initial Contract Period Hourly Rate	Optional Renewal Year One Hourly Rate	Optional Renewal Year Two Hourly Rate	Optional Renewal Year Three Hourly Rate
	Role/Title				
1.	Additional Interface & Custom Development	\$150	\$150	\$150	\$150
2.	Additional Implementation & Training Beyond 2,170 hours	\$72	\$72	\$72	\$72
3.		\$	\$	\$	\$
4.		\$	\$	\$	\$
5.		\$	\$	\$	\$
6.		\$	\$	\$	\$
7.		\$	\$	\$	\$

Bidders may add additional lines as needed.

FIRM:

  
Signature

Preparation Date: November 09, 2015  
 Expiration Date: February 07, 2016

## Monthly Subscription (SaaS) Pricing Proposal for Nebraska Department of Health and Human Services

Hosted at an NTT DATA Cloud Facility

Contact **Nancy Storant / Robert Thompson**  
 eMail [as.materie purchasing@nebraska.gov](mailto:as.materie purchasing@nebraska.gov)

Phone 402-471-6500

Number of Facilities	Product Code	NetSolutions Product Description	Monthly License Subscription	Software Update	Software Support	Hosting
4	NEAD-XX	Admit/Discharge/Transfer (includes ICD-9/10 Libraries)	Included	Included	Included	Included
4	NERM-AR	Accounts Receivable / Billing / Collections	Included	Included	Included	Included
4	NECP-XX	Care Plan System	Included	Included	Included	Included
4	NEIH-CC	CCD HIE / RHIO	Included	Included	Included	Included
4	NEPO-DI	Clinical Decision Support-Medications / Drug Interactions	Included	Included	Included	Included
4	NEEA-XX	eAssignments	Included	Included	Included	Included
4	NEPO-MT	<sup>A</sup> eCharting (eMAR/eTAR)	Included	Included	Included	Included
4	NEED-XX	<sup>A</sup> eDocuments	Included	Included	Included	Included
4	NEPO-EP	ePrescribing (includes NCPDP & Census Extract)	Included	Included	Included	Included
4	NEIH-ER	eResults	Included	Included	Included	Included
4	NEIN-HL	HL7 Engine	Included	Included	Included	Included
4	NEQA-XX	Infection Control / Incident Reporting	Included	Included	Included	Included
4	NEID-PP	Insight Dashboard Premium Package	Included	Included	Included	Included
4	NEPN-XX	Interdisciplinary Progress Notes (IPN)	Included	Included	Included	Included
4	NECP-QM	MDS 3.0 Quik Plan Library	Included	Included	Included	Included
4	NEPO-XX	Physician Orders (includes NDC Library)	Included	Included	Included	Included
4	NEPC-XX	Point-of-Care	Included	Included	Included	Included
4	NERA-XX	Resident Assessment (MDS 3.0)	Included	Included	Included	Included
4	NERM-RT	Resident Funds	Included	Included	Included	Included
4	SXCM-02	System Control Module 2 - 9 Facilities	Included	Included	Included	Included
4	NEUD-XX	User Defined Assessments (UDA)	Included	Included	Included	Included
4	NECM-XX	Contact Relationship Management	Included	Included	Included	Included
4	--	Clinical Dashboard	Included	Included	Included	Included
4	-	Resident Scheduling	Available Spring 2016 - Additional Pricing To Be Determined			
<b>Totals <sup>B</sup></b>			<b>\$6,525</b>			
<b>PBD (600 Beds)</b>			<b>\$0.357</b>			

### Training & Implementation Services

Description	Fees
<sup>B,C</sup> Training, Implementation, Migration & Testing	\$190,740
Lab Interfacing	\$14,000
System Configuration Fee	\$2,750
<b>Totals</b>	<b>\$207,490</b>

### Notes

A	eDocuments has an allowance of 20GB of storage. eCharting (eMAR) has a 40GB allowance. Additional storage is at \$50/month in 5GB increments.
B	Addendum 2 of the RFP indicates an unusually high amount of data (330GB) to be migrated to our hosting platform, predominantly images and PDFs. This pricing does not include storage expense for that amount, as we would like to analyze your data configurations and explore less expensive, more efficient options with you.
C	This proposal limits the number of implementation man hours at 2,170. This is a very realistic number. Should unforeseen circumstances cause that number to be exceeded, additional hours will be invoiced at \$72/hour.

## PAYMENT SCHEDULE

### PAYMENT SCHEDULE

The payment schedule for the project is tied to specific dates and deliverables. Invoices may be submitted by the Contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved.

The Payment Schedule below is based on estimated completion dates in the Preliminary Detailed Project Work Plan in this document for implementation, migration and training. Terms are billed in advance, Net 30.

Milestone	Percent	
Project Plan	10%	2/15/15 \$20,749
Data Migration Plan	10%	2/22/15 \$20,749
Initial system configuration	10%	4/4/15 \$20,749
Data Migration complete	10%	4/4/15 \$20,749
User Training	15%	8/1/15 \$31,123
User Acceptance Testing	15%	5/6/15 \$31,124
Go-Live	30%	8/1/15 \$62,247

Monthly SaaS payments of \$6,525 will invoice beginning with the project planning process in January 2015.

Pete Ricketts, Governor

## ADDENDUM THREE

DATE: December 14, 2015

TO: All Vendors

FROM: Nancy Storant/Robert Thompson, Buyers  
State Purchasing Bureau

RE: RFP Number 5135Z1

### SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

6.	Evaluation period	November 12, 2015 through November 30, 2015
7.	“Oral Interviews/Presentations and/or Demonstrations” (if required)	TBD
8.	Post “Letter of Intent to Contract” to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	December 3, 2015 TBD
9.	Contract finalization period	December 4, 2015 through January 4, 2016 TBD
10.	Contract award	January 5, 2016 TBD
11.	Contractor start date	January 5, 2016 TBD

This addendum will become part of the proposal and should be acknowledged with the RFP.

Pete Ricketts, Governor

## ADDENDUM TWO QUESTIONS and ANSWERS

Date: October 26, 2015

To: All Bidders

From: Nancy Storant/ Robert Thompson, Buyer  
AS Materiel State Purchasing

RE: Addendum for Request for Proposal Number 5135 Z1  
to be opened November 9, 2015 at 2:00 p.m. Central Time

### Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

<u>Question Number</u>	<u>5135Z1 Section Reference</u>	<u>5135Z1 Page Number</u>	<u>Question</u>	<u>State Response</u>
1.			Hope you are both doing well. I saw in the RFP for a Long Term Care Electronic Health Record that DHHS DVH currently uses the Avatar EHR. I just wanted to confirm that the incumbent provider of EHR services is NetSmart Technologies? Can you share when that contract began and when it is set to expire?	The current EHR contract is provided by Netsmart which began June 11, 2003 and is renewed on an annual basis.
2.			In the schedule of events (see below), there is no clearly defined closing date for receipt of RFPs listed. Therefore, I am assuming that the closing date for RFPs is November 9, which is the date of proposal opening. Can you please confirm?	The sealed proposals will be publicly opened and the bidding entities announced on the date, time, and location shown in the Schedule of Events. Proposals received after the time and date of the proposal opening will be considered late proposals.
3.			On Page 8 you state you will have the right to contact or arrange a visit with our current clients. We assume you are referring to those references provided in the RFP.	The State may contact any clients, including those that are listed as references in the RFP.

			Please confirm.	
4.			On Page 32, you state each home has a different lab system that you want results imported from. Can you tell us which lab systems you currently have in place and if they are HL7 compliant?	Currently NDVH utilizes Physicians Laboratory (ENVH), Faith Regional Health Services (NVH), St. Francis Medical Center (GIVH) Regional West Med Center (WNVH). HL7 compliance is unknown to NDVH.
5.			On the Functional Requirements Amendment General Questions #2 you state you want integrated documentation of inside and outside visits. Can you clarify what you mean by 'integrated documentation' to an outside system?  For example, would this be an ambulatory system, PACS, CPACS etc. and, if so, are interfaces to these outside systems in scope for this project?	NDVH wants the ability to schedule and keep client appointments with both in-house and community providers. In addition we need to be able to attach or scan documentation from community providers.  No this is not an ambulatory system, PACS, CPACS, etc.
6.			In the Technical Requirements section, general questions, question 8 you state we must run on tablets using Microsoft Windows OS. Can you clarify how the tablets will be used ,e.g. replacement of desktop workstations, CNA documentation or other?	Currently NDVH uses desktop workstations, kiosks and wireless laptops. NDVH will replace some of those devices with tablets for ease of use. DHHS Information Technology currently requires any tablet to run on Microsoft Windows OS version 7 and above.
7.			In the Technical Requirements, general questions, question 5 you state we must be able to integrate with MS Office. Can you clarify which version of Office and which applications within the suite you will use?	Our current version is Microsoft Office 2013. , however, the solution must have the ability to be able to interface with all MS Office current and future applications.
8.			-what system is used for the CNA Kiosk system. Is it the same at all 4 homes?	ADL Data System. Yes all 4 Veteran Homes use the same software.
9.			-What is the breakdown of point allocation for the procurement evaluation? (technical, functional, cost, etc.)	Evaluation criteria will become public information at the time of the Request for Proposal opening. Evaluation criteria will be posted to the State Purchasing Bureau website. Evaluation criteria will not be released prior to the proposal opening.
10.			-what is the budget for the EMR procurement?	The budget amount will not be disclosed. Please provide the best solution that meets the requirements of the RFP.
11.			-Can the EMR solution be remote hosted?	Yes that is a consideration.
12.			-What other vendors are bidding?	The bidders are not known until the Proposal Opening. A Respondents List will be posted after the bid has been opened.
13.			-If only bidding on one of the three RFPs, will the vendor still	Yes the bidder may bid on only one of the three RFPs.

			be considered?	
14.			- Will DHHS DVH consider an ASP (Application Service Provider) model or do they require self-hosted or remote hosted licensed software application?	NDVH is looking for a solution that is a web based SaaS (Software as a solution) Please see Section IV.A of the RFP.
15.			Please explain the Functional questions of 66 – 82?	NQF is the National Quality Forum – The organization developed and implemented a national strategy for health care quality measurement and reporting. The functional requirements are quality measurements for NDVH consideration.
16.			Asked to integrate with Microsoft Office? What specifically?	See response to Question # 7
17.	B	31	Why is the State moving away from NetSmart Avatar and ADL data systems?	NDVH is seeking a solution that meets all requirements of the RFP.
18.	B	31	How much data is the State looking to migrate?  What data would the state want to import?  How far back does the data need to go?  How many scanned images are there?  What is the average size?  What type of images? Is there an interface in Avatar and ADL to export images to appropriate patients?  Is CNA Charting using ADL?	Approximate data size is 330GB of existing eHR data in MyAvatar.  All data that is in MyAvatar will be migrated to the new system  467,000 images  Ave file size 750K – 350GB  GIF and PDF format No interface exists for exporting.  Yes – CNA Charting is using ADL.
19.	B	32	Does RxConnect support barcode scanners, readers?	Unknown, NDVH currently does not use barcode scanners with RxConnect.
20.	B	32	What Labs do you want to interface with?  What Labs do you use?	Please see response to Question #4.
21.	B	32	How is Bed Management, Allocation and Tracking being done currently?	Census and movement are currently handled within NDVH's legacy system.
22.	B	32	Does all data need to be available real-time?	Yes
23.	Attachment 2 - Tech Req.	3	Is it ok to have all integrations by the end of the implementation, i.e. before go-live?	Please complete the Technical Requirements as applicable.
24.	Attachment 2 - Tech Req.	3	Will the State appoint a PM to manage the project and work with vendor?  If not, should vendor propose one?	Please see Section IV.E.1 and Section IV.E.2 of the RFP.  No, the contractor will be

			Will the state provide a centralized project management system?	responsible for the project management system as specified in the RFP's.
25.	C	32	Vendor must have 2 years of experience providing EMR and meet industry standards?  Please clarify if the experience is limited to Long Term care only?	Yes, experience must be supporting Long Term Care software.
26.	D	33	What Tablets/PDAs/iPads does the state use? What devices would it like to be supported?	See answer to Question #6.
27.	D	33	What OS and browsers are in use?  Will moving to Chrome or Firefox or Internet Explorer 11 be an issue?	The NDVH currently uses Windows version 7, Internet Explorer 11 and Chrome.  No, this will not be an issue.
28.	D	33	What state activities require PCI compliance?	PCI compliance is not part of this RFP.
29.	D	33	What telemetered data is available?  Please share the format of the data with de-identified samples?	Currently there is no telemetered data.  Not Applicable
30.	D	33	What is the format of the archived data to be imported?	The data is currently in a Cache and SQL data format. Scanned images are in multiple image formats such as tiff, gif, doc,
31.	B	32	What systems does the state receive physician orders/prescriptions from?	NDVH Physicians enter orders directly into the current application MyAvatar and the orders are interfaced to RxConnect.
32.	B	32	What pharmacies does the state use?	The State does not use a community pharmacy, NDVH pharmacies are in-house.
33.	Attachment 1 – Functional Req.	10	Does state have an existing training portal?	Yes
34.	Attachment 1 - Functional Req.	10	Does state have existing training staff?	Yes
35.			Bidders for this solution must have a minimum of two years' experience hosting, servicing and supporting an operational system(s) for the system(s) that are proposed. DHHS DVH is not seeking a contractor to develop a new system(s).  Does this mean the Prime and Subs must have a minimum of 2 years of experience working together or rather all parties need to have the minimum experience required separately.	The Primary Contractor must meet the two year minimum requirement of the RFP.
36.	Exhibit 1, Question #6	42	On page 42, Exhibit 1, Question 6, there are multiple references to Severity Levels 1 through 4. We	The contractor and NDVH will create and mutually agree to the four severity levels. Severity Level



			are not able to find definitions of those severity levels anywhere in the document. Could you please either point us to where we might have overlooked this, or provide us the definitions?	sections "a." through "f." are the response times that must be followed after the four Severity Levels are defined and mutually agreed upon.
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This addendum will become part of the proposal and should be acknowledged with the Request for Proposal.

Pete Ricketts, Governor

## ADDENDUM ONE

DATE: October 22, 2015

TO: All Vendors

FROM: Nancy Storant/Robert Thompson, Buyers  
State Purchasing Bureau

RE: RFP Number 5135Z1

### SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	<del>October 22, 2015</del> <b>TBD</b>
4.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	November 9, 2015 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	November 9, 2015
6.	Evaluation period	November 12, 2015 through November 30, 2015
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Letter of Intent to Contract" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	December 3, 2015
9.	Contract finalization period	December 4, 2015 through January 4, 2016
10.	Contract award	January 5, 2016
11.	Contractor start date	January 5, 2016

This addendum will become part of the proposal and should be acknowledged with the RFP.

**State of Nebraska (State Purchasing Bureau)  
REQUEST FOR PROPOSAL FOR CONTRACTUAL  
SERVICES FORM**

RETURN TO:  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, Nebraska 68508  
Phone: 402-471-6500  
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
<b>RFP5135 Z1</b>	<b>September 24, 2015</b>
OPENING DATE AND TIME	PROCUREMENT CONTACT
<b>November 9, 2015 2:00 p.m. Central Time</b>	<b>Nancy Storant/Robert Thompson</b>

This form is part of the specification package and must be signed in ink and returned, along with proposal documents, by the opening date and time specified.

**PLEASE READ CAREFULLY!**

**SCOPE OF SERVICE**

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau, is issuing this Request for Proposal, RFP Number 5135 Z1 for the purpose of selecting a qualified contractor to provide a Long Term Care Electronic Health Record.

Written questions are due no later than October 8, 2015 and should be submitted via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov) Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original of the entire proposal. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in State Purchasing Bureau by the date and time of proposal opening per the schedule of events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order for a bidder's proposal to be evaluated.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING**.

Contractor hereby grants permission to the State of Nebraska and/or its agencies to reprint or republish any and all copyrighted documents related to Contractor's response to this Request for Proposal, and any and all figures, illustrations, photographs, charts, and other supplementary material on a website accessible by the public pursuant to Neb. Rev. Stat. §84-602.02. This waiver does not apply to proprietary information properly submitted in a separate sealed, package clearly marked "Proprietary."

Contractor represents and warrants that the contents of this response to Request for Proposal and all figures, illustrations, photographs, charts, and other supplementary material herein are original and do not libel anyone or infringe upon any patent, copyright, proprietary right, or any other right whatsoever of any other party. Contractor represents and warrants that Contractor has full power and authority to execute this Copyright Release and to grant the State of Nebraska and/or its agencies the right granted herein.

Contractor agrees to indemnify, defend, and hold harmless the State of Nebraska and/or its agencies against any and all claims, suits, and/or judgments, including costs, expenses, damages, and reasonable legal fees

based upon and arising from Contractor's violation of the rights of others and/or by reason of a breach of any of the foregoing warranties.

**BIDDER MUST COMPLETE THE FOLLOWING**

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat §73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

\_\_\_\_\_ **NEBRASKA CONTRACTOR AFFIDAVIT:** Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

\_\_\_\_\_ I hereby certify that I am a **Resident disabled veteran or business located in a designated enterprise zone** in accordance with Neb. Rev. Stat. §73-107 and wish to have preference, if applicable, considered in the award of this contract.

FIRM: \_\_\_\_\_

COMPLETE ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TYPED NAME & TITLE OF SIGNER: \_\_\_\_\_

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## GLOSSARY OF TERMS

**Acceptance Test Procedure:** Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

**Addendum:** Something to be added or deleted to an existing document; a supplement.

**Agency:** Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

**Agent/Representative:** A person authorized to act on behalf of another.

**Amend:** To alter or change by adding, subtracting, or substituting.

**Amendment:** A written correction or alteration to a document.

**Appropriation:** Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

**ARO:** After Receipt of Order

**Award:** All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

**Best and Final Offer (BAFO):** In a competitive bid, the final offer submitted which contains the bidder's (vendor's) most favorable terms for price.

**Bid/Proposal:** The offer submitted by a vendor in a response to written solicitation.

**Bid Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

**Bidder:** A vendor who submits an offer bid in response to a written solicitation.

**Business:** Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

**Business Day:** Any weekday, except State-recognized holidays.

**Calendar Day:** Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

**Cancellation:** To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

**Collusion:** An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

**Commodities:** Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

**Commodities Description:** Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

**Competition:** The effort or action of two or more commercial interests to obtain the same business from third parties.

**Confidential Information:** Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

**Contract:** An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at



law; the writing that sets forth such an agreement.

**Contract Administration:** The management of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

**Contract Management:** The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

**Contract Period:** The duration of the contract.

**Contractor:** Any individual or entity having a contract to furnish commodities or services.

**Cooperative Purchasing:** The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

**Copyright:** A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

**CPU:** Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

**Critical Program Error:** Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

**Customer Service:** The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Contractor.

**Default:** The omission or failure to perform a contractual duty.

**Deviation:** Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

**Evaluation:** The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

**Evaluation Committee:** Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

**Extension:** Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

**Free on Board (F.O.B.) Destination:** The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

**Free on Board (F.O.B.) Point of Origin:** The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

**Foreign Corporation:** A foreign corporation that was organized and chartered under the laws of another state, government, or country.

**Installation Date:** The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the RFP, ITB (written solicitation) or contract are completed.

**Late Bid/Proposal:** An offer received after the Opening Date and Time.

**Licensed Software Documentation:** The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

**Mandatory/Must:** Required, compulsory, or obligatory.

**May:** Discretionary, permitted; used to express possibility.

**Module (see System):** A collection of routines and data structures that perform a specific function of software.

**Must:** See Shall/Will/Must.

**National Institute for Governmental Purchasing (NIGP):** National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

**Open Market Purchase:** Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

**Opening Date and Time:** Specified date and time for the public opening of received, labeled, and sealed formal proposals.

**Operating System:** The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

**Outsourcing:** The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

**Payroll & Financial Center (PFC):** Electronic procurement system of record.

**Performance Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

**Platform:** A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

**Pre-Bid/Pre-Proposal Conference:** A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

**Product:** Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

**Program Error:** Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

**Program Set:** The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

**Project:** The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

**Proposal:** See Bid/Proposal.

**Proprietary Information:** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

**Protest/Grievance:** A complaint about a governmental action or decision related to an Invitation to Bid or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

**Public Proposal Opening:** The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

**Recommended Hardware Configuration:** The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

**Release Date:** The date of public release of the written solicitation to seek offers

**Renewal Period:** Optional contract periods subsequent to the original Contract Period for a specified duration with

previously agreed to terms and conditions. Not to be confused with Extension.

**Request for Information (RFI):** A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

**Request for Proposal (RFP):** A written solicitation utilized for obtaining competitive offers.

**Responsible Bidder:** A bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

**Responsive Bidder:** A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

**Shall/Will/Must:** An order/command; mandatory.

**Should:** Expected; suggested, but not necessarily mandatory.

**Software License:** Legal instrument with or without printed material that governs the use or redistribution of licensed software.

**Sole Source – Commodity:** When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

**Sole Source – Services:** A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

**Specifications:** The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

**System (see Module):** Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

**Termination:** Occurs when either party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

**Trade Secret:** Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

**Trademark:** A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

**Upgrade:** Any change that improves or alters the basic function of a product or service.

**Vendor:** An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

**Vendor Performance Report:** A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

**Will:** See Shall/Will/Must.

**Work Day:** See Business Day.

## ACRONYMS LIST

**ACA** – Affordable Care Act

**ADA** – Americans with Disabilities Act

**ADL** – Activities of Daily Living (ADL is also the name of one of our current software Vendors)

**ATCB** – Authorized Testing and Certification Body

**CFR** – Code of Federal Regulations

**CMS** – Centers for Medicare & Medicaid Services

**CNA** – Certified Nursing Assistant

**CPOE** – Computerized Physician Order Entry

**CPT** – Current Procedural Terminology

**CQM** – Clinical Quality Measures

**DEA** – Drug Enforcement Administration

**DHHS** – Nebraska Department of Health & Human Services

**DVH** - Division of Veterans Homes

**EHR** – Electronic Health Record

**ENVH** – Eastern Nebraska Veterans Home

**EMAR**– Electronic Medication Administration Record

**ETAR** – Electronic Treatment Administration Record

**GIVH** – Grand Island Veterans Home

**HCFA** – Health Care Financing Administration

**HCPCS** – Healthcare Common Procedure Coding System

**HIPAA** – Health Insurance Portability and Accountability Act

**HITECH** – Health Information Technology for Economic and Clinical Health

**IE** – Internet Explorer

**LTCEHR** – Long Term Care Electronic Health Record

**LTC** – Long Term Care

**LTPAC** - Long Term and Post-Acute Care for skilled Nursing Homes

**MAR** – Medication Administration Record

**MDS** – Minimum Data Set

**NCPDP** – National Council for Prescription Drug Programs

**NDVA** – Nebraska Department of Veterans Affairs

**NeHII** – Nebraska Health Information Initiative

**NQF** – National Quality Forum  
**NVH** – Norfolk Veterans Home  
**ONC** – Office of the National Coordinator for Health Information Technology  
**PQRS** – Physician Quality Reporting System  
**RX** – Prescription  
**SSA** – Social Security Administration  
**SSI** – Supplemental Security Income  
**SOW** – Scope of Work  
**TAR** – Treatment Administration Record  
**USDVA** – United States Department of Veterans Affairs  
**VA** – Veterans Administration  
**WNVH** – Western Nebraska Veterans Home

**I. SCOPE OF THE REQUEST FOR PROPOSAL**

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 5135 Z1 for the purpose of selecting a qualified Contractor to provide a Long Term Care Electronic Health Record. Any resulting contract is not an exclusive contract to furnish the services provided for in this Request for Proposal, and does not preclude the purchase of similar services from other sources.

A contract resulting from this Request for Proposal will be issued approximately for a period of four (4) years effective the date of award. The contract has the option to be renewed for three (3) additional two (2) year periods as mutually agreed upon by all parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Contractor and the State of Nebraska.

**ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:**  
<http://das.nebraska.gov/materiel/purchasing.html>

**A. SCHEDULE OF EVENTS**

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release Request for Proposal	September 24, 2015
2.	Last day to submit written questions	October 8, 2015
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	October 22, 2015
4.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	November 9, 2015 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	November 9, 2015
6.	Evaluation period	November 12, 2015 through November 30, 2015
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Letter of Intent to Contract" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	December 3, 2015
9.	Contract finalization period	December 4, 2015 through January 4, 2016
10.	Contract award	January 5, 2016
11.	Contractor start date	January 5, 2016

## II. PROCUREMENT PROCEDURES

### A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name: Nancy Storant/Robert Thompson  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508  
Telephone: 402-471-6500  
Facsimile: 402-471-2089  
E-Mail: [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)

### B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing a Long term Care Electronic Health Record at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

### C. CUSTOMER SERVICE

In addition to any specified service requirements contained in this agreement, the Contractor agrees and understands that satisfactory customer service is required. Contractor will develop or provide technology and business procedures designed to enhance the level of customer satisfaction and to provide the customer appropriate information given their situation. Contractor, its employees, Sub-Contractors, and agents must be accountable, responsive, reliable, patient, and have well-developed communication skills as set forth by the customer service industry's best practices and processes.

### D. COMMUNICATION WITH STATE STAFF AND EVALUATORS

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the Contractor, contact regarding this project between potential Contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this RFP.

Once a Contractor is preliminarily selected, as documented in the intent to contract, that Contractor is restricted from communicating with State staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a Contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. contacts made pursuant to any pre-existing contracts or obligations; and
3. state-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

### E. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 5135 Z1; Long term Care Electronic Health Record Questions". It is preferred that questions be sent via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov). Questions may also be sent by facsimile to 402-471-2089, but must include

a cover sheet clearly indicating that the transmission is to the attention of Nancy Storant/Robert Thompson, showing the total number of pages transmitted, and clearly marked "RFP Number 5135 Z1; Long term Care Electronic Health Record Questions".

It is recommended that Bidders submit questions sequentially numbered, include the RFP reference and page number using the following format.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>

Written answers will be provided through an addendum to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing.html> on or before the date shown in the Schedule of Events.

**F. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS**

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral interviews in its sole discretion. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

Once the oral interviews/presentations and/or demonstrations have been completed the State reserves the right to make a contract award without any further discussion with the bidders regarding the proposals received.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to a bidders' proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

**G. SUBMISSION OF PROPOSALS**

The following describes the requirements related to proposal submission, proposal handling, and review by the State.

To facilitate the proposal evaluation process, one (1) original of the entire proposal should be submitted. Proposals must be submitted by the proposal due date and time. **A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials.** All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the Request for Proposal number and be sent to the specified address. Please note that the address label should appear as specified in Section II part A on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The Request for Proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that the proposal will be rejected.

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

The Technical and Cost Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively



within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal must not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

**H. PROPOSAL OPENING**

The sealed proposals will be publicly opened and the bidding entities announced on the date, time, and location shown in the Schedule of Events. Proposals will be available for viewing by those present at the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website.

**I. LATE PROPOSALS**

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic, or any other reason(s).

**J. REJECTION OF PROPOSALS**

The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

**K. EVALUATION OF PROPOSALS**

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. The State may elect to use a third-party to conduct credit checks as part of the corporate overview evaluation. Areas that will be addressed and scored during the evaluation include:

1. Corporate Overview shall include but is not limited to:
  - a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
  - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
  - c. the timeframe the bidder will require to perform the contract;
  - d. the quality of bidder performance on prior contracts;
  - e. such other information that may be secured and that has a bearing on the decision to award the contract;
2. Technical Approach; and
3. Cost Proposal.

**Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone.** When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

**Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.**

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a bid in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the RFP cover page under "Bidder must

complete the following” requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within ten (10) business days of request:

- a. Documentation from the United States Armed Forces confirming service;
- b. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
- c. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
- d. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the bidder from consideration of the preference.

Evaluation criteria will become public information at the time of the Request for Proposal opening. Evaluation criteria and a list of respondents will be posted to the State Purchasing Bureau website at <http://das.nebraska.gov/materiel/purchasing.html>. Evaluation criteria will not be released prior to the proposal opening.

#### **L. EVALUATION COMMITTEE**

Proposals will be independently evaluated by members of the Evaluation Committee(s). The Evaluation Committee(s) will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not be published.

Prior to award, bidders are advised that only the point of contact indicated on the front cover of this Request for Proposal For Contractual Services Form can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State, or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

Any contact, or attempted contact, with an evaluator that is involved with this RFP may result in the rejection of this proposal and further administrative actions may be taken.

#### **M. MANDATORY REQUIREMENTS**

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Request for Proposal For Contractual Services form, signed in ink;
2. Corporate Overview;
3. Technical Approach, Section III Terms and Conditions, and
4. Cost Proposal.

#### **N. REFERENCE CHECKS**

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects. The State may use a third-party to conduct reference checks.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: financial stability of the company, project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks, and negative references may eliminate bidders from consideration for award.

#### **O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS**

All bidders should be authorized to transact business in the State of Nebraska. All bidders are expected to comply with all Nebraska Secretary of State Registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic

limited liability company, association, or foreign or domestic corporation or other type of business entity). The bidder who is the recipient of an Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its current (within ninety (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing; or in the case of a sole proprietorship, provide written documentation of sole proprietorship. This must be accomplished prior to the award of the contract. Construction Contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

If a bank is registered with the Office of Comptroller of Currency, it is not required to register with the State. However, the Office of Comptroller of Currency does have a certificate of good standing/registration. The bank could provide that for verification. (Optional)

**P. VIOLATION OF TERMS AND CONDITIONS**

Violation of the terms and conditions contained in this Request for Proposal or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal;
2. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

**III. TERMS AND CONDITIONS**

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal. **Bidders must include completed Section III with their proposal response.**

**A. GENERAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor's Proposal, signed in ink
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

**B. AWARD**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to

award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once intent to award decision has been determined, it will be posted to the Internet at:  
<http://das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at:  
[http://das.nebraska.gov/materiel/purchase\\_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors.pdf](http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors.pdf)

Any protests must be filed by a vendor within ten (10) business days after the intent to award decision is posted to the Internet.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Sub-Contractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all sub-contracts for services to be covered by any contract resulting from this Request for Proposal.

**D. PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The Contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

**E. OWNERSHIP OF INFORMATION AND DATA**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the Contractor pursuant to this contract.

The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the Contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

**F. INSURANCE REQUIREMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Sub-Contractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Sub-Contractor(s). The Contractor is also responsible for ensuring Sub-Contractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Sub-Contractor to commence work on any Sub-Contract until all similar insurance required of the Sub-Contractor has been obtained and approved by the Contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the Contractor hereunder.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

**1. WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Sub-Contractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Sub-Contractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Sub-Contractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Sub-Contractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

**3. INSURANCE COVERAGE AMOUNTS REQUIRED**

- a. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**
  - Coverage A Statutory
  - Coverage B

Bodily Injury by Accident \$100,000 each accident  
 Bodily Injury by Disease \$500,000 policy limit  
 Bodily Injury by Disease \$100,000 each employee

**b. COMMERCIAL GENERAL LIABILITY**

General Aggregate \$2,000,000  
 Products/Completed Operations Aggregate \$2,000,000  
 Personal/Advertising Injury \$1,000,000 any one person  
 Bodily Injury/Property Damage \$1,000,000 per occurrence  
 Fire Damage \$50,000 any one fire  
 Medical Payments \$5,000 any one person

**c. COMMERCIAL AUTOMOBILE LIABILITY**

Bodily Injury/Property Damage \$1,000,000 combined single limit

**d. UMBRELLA/EXCESS LIABILITY**

Over Primary Insurance \$1,000,000 per occurrence

**e. SUBROGATION WAIVER**

“Waiver of Subrogation on the Worker’s Compensation in favor of the State of Nebraska.”

**f. LIABILITY WAIVER**

“The State of Nebraska, Certificate holder, is an additionally insured, primary & noncontributory on the General Liability.”

**4. EVIDENCE OF COVERAGE**

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-2089 (fax)

Administrative Services  
 State Purchasing Bureau  
 1526 K Street, Suite 130  
 Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**G. COOPERATION WITH OTHER CONTRACTORS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential Contractors, if such an arrangement is in the best interest of the State.
2. The Contractor shall agree to cooperate with such other Contractors, and shall not commit or permit any act which may interfere with the performance of work by any other Contractor.

**H. INDEPENDENT CONTRACTOR**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The Contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the Contractor, its officers, or its agents) shall in no way be the responsibility of the State. The Contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

**I. CONTRACTOR RESPONSIBILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the Contractor's proposal, and the resulting contract. The Contractor shall be the sole point of contact regarding all contractual matters.

If the Contractor intends to utilize any Sub-Contractor's services, the Sub-Contractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's proposal. The Contractor shall agree that it will not utilize any Sub-Contractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State. Following execution of the contract, the Contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.



**J. CONTRACTOR PERSONNEL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Sub-Contractors, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor. The Contractor shall include a similar provision in any contract with any Sub-Contractor selected to perform work on the project.

Personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Sub-Contractor employee.

In respect to its employees, the Contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. damages incurred by Contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the Contractor's employees.

**K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

**L. CONFLICT OF INTEREST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

**M. PROPOSAL PREPARATION COSTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this Request for Proposal.

**N. ERRORS AND OMISSIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

**O. BEGINNING OF WORK**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

**P. ASSIGNMENT BY THE STATE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

**Q. ASSIGNMENT BY THE CONTRACTOR**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

**R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

**S. GOVERNING LAW**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The Contractor must be in compliance with all Nebraska statutory and regulatory law.

**T. ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

**U. ADVERTISING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

**V. STATE PROPERTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

**W. SITE RULES AND REGULATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall use its best efforts to ensure that its employees, agents, and Sub-Contractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the Contractor.

**X. NOTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II.A. Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.
2. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the Contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between Contractor and the State regarding the contract shall take place between the Contractor and individuals specified by the State in writing. Communication about the contract between Contractor and individuals not designated as points of contact by the State is strictly forbidden.

**Y. EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable;
  - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or

- j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

**Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of any termination, and advise the Contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

**AA. BREACH BY CONTRACTOR**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State may terminate the contract, in whole or in part, if the Contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the Contractor, allow the Contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the Contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

**BB. ASSURANCES BEFORE BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the Contractor shall deliver assurances in the form of additional Contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

**CC. ADMINISTRATION – CONTRACT TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

1. Contractor must provide confirmation that upon contract termination all deliverables prepared in accordance with this agreement shall become the property of the State of Nebraska; subject to the ownership provision (section E) contained herein, and is provided to the State of Nebraska at no additional cost to the State.
2. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor’s routine back up procedures.

**DD. PENALTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

In the event that the Contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the Contractor, without penalty, until such failure is cured or otherwise adjudicated. Failure to meet the dates for the deliverables as agreed upon by the parties may result in an assessment of penalty due the State based on the attached Exhibit 1, Penalties,. Contractor will be notified in writing when penalty will commence.

**EE. RETAINAGE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State may withhold ten percent (10%) of each payment due as retainage. The entire retainage amount will be payable upon successful completion of the project. Upon completion of the project, the Contractor will invoice the State for any outstanding work and for the retainage. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the Contractor within forty-five (45) calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.

**FF. FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the Contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the Contractor. To obtain release based on a Force Majeure Event, the Contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

**GG. PROHIBITION AGAINST ADVANCE PAYMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

**HH. PAYMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services.

**II. INVOICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the



State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

The contractor shall submit invoices that clearly match all charges to the corresponding contract deliverable or annual charge, whichever is applicable. Invoice charges should be further categorized by full description of all work completed and/or product delivered, quantities, and prices. Any charges based on hourly rates shall indicate the hours by individual and position, with a detailed explanation of the work covered by the hours. DHHS DVH will finalize the format of the invoices with the contractor at the start of the contract

**JJ. RIGHT TO AUDIT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Sub-Contractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; back charge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Sub-Contractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any Sub-Contractors to the extent that those sub-contracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

**KK. TAXES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

**LL. INSPECTION AND APPROVAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Sub-Contractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

**MM. CHANGES IN SCOPE/CHANGE ORDERS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The Contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification. Changes or additions to the contract beyond the scope of the RFP are not permitted.

**NN. SEVERABILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of

the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**OO. CONFIDENTIALITY**

Accept (Initial)		Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the Contractor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The Contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a Contractor; Contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**PP. PROPRIETARY INFORMATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Request for Proposal as proprietary.** Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

**QQ. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

By submission of this proposal, the bidder certifies that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

**RR. STATEMENT OF NON-COLLUSION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

**SS. PRICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award, prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the Contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the Contractor shall reduce any and/or all prices

charged to any customers other than the State for the same or similar products or services specified herein, the Contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

**TT. BEST AND FINAL OFFER**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored, and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

**UU. ETHICS IN PUBLIC CONTRACTING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

**VV. INDEMNIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

**1. GENERAL**

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Sub-Contractors, consultants, representatives, and agents, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Sub-Contractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State’s use of the Licensed Software without the State’s prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State’s use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor’s sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State’s behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State’s election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this RFP.

**3. PERSONNEL**

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker’s compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the Contractor.

**WW. NEBRASKA TECHNOLOGY ACCESS STANDARDS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards. In the event such standards change during the Contractor’s performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

**XX. ANTITRUST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**YY. DISASTER RECOVERY/BACK UP PLAN**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

**ZZ. TIME IS OF THE ESSENCE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the Contractor remaining to be performed.

**AAA. RECYCLING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. §81-15,159.

**BBB. DRUG POLICY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**CCC. EMPLOYEE WORK ELIGIBILITY STATUS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>  
The completed United States Attestation Form should be submitted with the Request for Proposal response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**DDD. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor, by signature to this RFP, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The Contractor also agrees to include the above requirements in any and all sub-contracts into which it enters. The Contractor shall immediately notify the Department if, during the term of this contract, Contractor becomes debarred. The Department may immediately terminate this contract by providing Contractor written notice if Contractor becomes debarred during the term of this contract.



Contractor, by signature to this RFP, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

**EEE. POLITICAL SUB-DIVISIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. §81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

**FFF. OFFICE OF PUBLIC COUNSEL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract and shall not apply if Contractor is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq.

**GGG. LONG-TERM CARE OMBUDSMAN**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

If it is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq., Contractor shall comply with the Act. This section shall survive the termination of this contract.

**HHH. LICENSE/SERVICE OR OTHER AGREEMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Any License/Service or other such agreements which the bidder may want the State to consider must be submitted with the bid. Any License/Service or other such agreements submitted to the State post bid opening may result in the bid being rejected in its entirety. Any such agreement, if agreed to by the State, will be considered an addendum to the contract. Any terms and conditions contained in any such accepted agreement (addendum) must not conflict with or alter the State's Terms and Conditions (Terms and Conditions) as contained in the RFP and finalized in the contract. In the event of any conflict between the Terms and Conditions and any addendum the Terms and Conditions will prevail.

The State reserves the right to reject any submitted addendum and considers the submission of any such addendum to be a proposed alteration of the Terms and Conditions.

This clause does not apply to any third party license or service agreements.

#### **IV. PROJECT DESCRIPTION AND SCOPE OF WORK**

The bidder should provide the following information in response to this Request for Proposal.

##### **A. PROJECT OVERVIEW**

This RFP is for a Long Term Care Electronic Health Record (LTCEHR) that is a Web based Software as a Solution (SaaS).

The Nebraska Department of Health and Human Services, Division of Veterans Homes (DHHS DVH) is seeking a streamlined, robust LTCEHR that has an integrated approach to Clinical, Long Term Care Minimum Data Set (MDS), Care Plans, Assessments, Progress Notes, Physician Orders, Electronic Medication and Treatment Administration, Physician/Provider Electronic Billing, Member Billing and Member Trust Banking that is web-based to be hosted, serviced and supported by the contractor. This software must support tracking and documentation of members from Pre-Admission to Discharge.

In addition to the LTCEHR, DHHS DVH is also seeking a new Long Term Care Pharmacy Management Software (RFP 5136 Z1) and an Automated Pharmacy Packaging/Dispensing Machines (ITB 5137 OF). It is expected that the successful bidder's solution will be able to seamlessly interface with both the Long Term Care Pharmacy Management Software and Automatic Pharmacy Packaging/Dispensing Machine upon implementation..

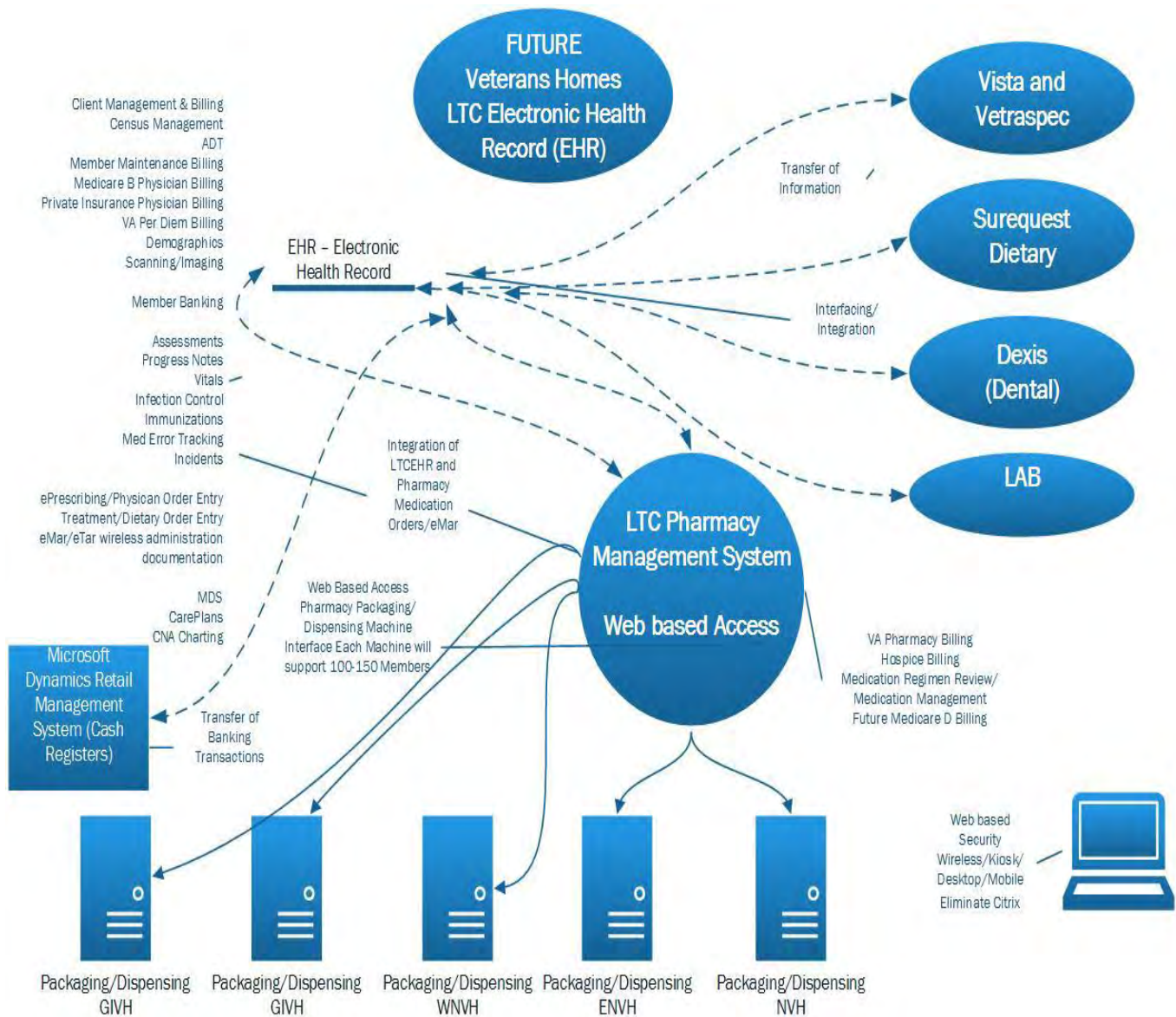
The contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the Federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq. and implementing regulations including 45 CFR Parts 160 and 164. The contractor also agrees to comply with all State of Nebraska privacy and data breach laws. The contractor agrees to sign the DHHS Business Associate Agreement with Scope of Work and Confidentiality Agreement - Attachment 3

The contractor shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this contract. The contractor shall follow federal and State of Nebraska law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Protected Health Information as defined in the HIPAA regulations at 45 CFR 160.103 and 164.501 means information transmitted that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

Based on the determination that the functions to be performed in accordance with this RFP constitute Business Associate functions as defined in HIPAA, the contractor shall execute a Business Associate Agreement (DHHS Business Associate Agreement -Attachment 3) as required by HIPAA regulations at 45 CFR §164.501.

The diagram below is a representation of the DHHS DVH vision of what the new environment would look like after the Long Term Care Pharmacy Management software, Long Term Care Electronic Health Record System, and the Automated Pharmacy Packaging/Dispensing machine contracts are awarded. The implementation of all three contracts will require coordination so that they occur at the same time since there is a dependency upon each other.



**B. PROJECT ENVIRONMENT**

Nebraska DHHS DVH is comprised of four (4) Veterans Homes and numerous centralized staff located across Nebraska.

Centralized staff offices are currently located at the Nebraska State Office Building in Lincoln, Nebraska along with four (4) other sites across the state. The four (4) Veterans Homes locations are as follows:

1. Western Nebraska Veterans Home (WNVH) is located in Scottsbluff Nebraska. Bed capacity is one-hundred three (103).
2. Grand Island Veterans Home (GIVH) is located in Grand Island Nebraska. Bed capacity is two-hundred twenty five (225).
3. Norfolk Veterans Home (NVH) is located in Norfolk Nebraska. Bed capacity is one-hundred fifty one (151).
4. Eastern Nebraska Veterans Home (ENVH) is located in Bellevue Nebraska. Bed capacity is one-hundred seventeen (117).

DHHS DVH currently uses an Electronic Health Record (EHR) for member care. Since 2010 DHHS DVH has used Avatar for client management, billing, banking clinical assessments, progress notes, physician orders, electronic medication and treatment charting, scanned paper documentation, other clinical charting. The MDS, Care Plans and CNA Charting is completed in a separate data system, ADL. DHHS DVH is interested in migrating data and scanned images from both Avatar and ADL to the new LTCEHR solution. CNA Charting is entered on kiosks already installed at each Home.

The Nebraska Veterans Homes each have a pharmacy located in the Home. The pharmacies are licensed as outpatient community pharmacies. Currently the GIVH and the WNVH use RxConnect pharmacy software. RxConnect and Avatar are interfaced. Veterans' Homes providers and other licensed clinical staff enter orders in Computerized Physician Order Entry (CPOE) in the Avatar EHR. Medication orders are interfaced to RxConnect. DHHS DVH pharmacists process and dispense the medication orders in RxConnect using fill lists by nursing units and individual order dispensing as necessary. The pharmacy medication fill details are then interfaced back to the electronic medication administration option in Avatar and nurses and medication aides administer medications from the Avatar eMar using wireless laptops located on medication carts. ENVH and NVH both have contracts with independent pharmacies for medication delivery. In the current process, nursing at ENVH and NVH use paper MAR's and TAR's updated monthly by the contracted pharmacy to document administration.

The four (4) Nebraska Veterans Homes all use SureQuest Dietary software. The DHHS DVH needs the ability to interface from the new LTCEHR solution to SureQuest Dietary. The current process is to enter admission, discharge and member movement information separately in the SureQuest software.

The Nebraska Department of Veterans Affairs (NDVA) is responsible for collecting information on applications to the Veterans Homes. Approved applications to the Veterans Homes are then maintained on a waiting list for admission to one of the four (4) Veterans Homes. The NDVA uses the VetraSpec State Department Software Solution to document and maintain information. Veterans can apply for admission to multiple Veterans Homes with the option to select admission to the first available open bed offered to them. NDVA forwards the application and accompanying documentation to each of the Veterans Homes that an applicant selects to apply for admission. Each Veterans Home manually keeps a waiting list of applications to their respective home. When a bed becomes available an admission coordinator from the Veterans Home contacts the applicant and begins the pre-admission assessment. If the applicant is offered and accepts admission, an Admission episode is created in Avatar. After the admission episode is created, the paper documentation beginning from application can be scanned to Avatar. DHHS DVH needs the ability to interface to VetraSpec to automate this process.

DHHS DVH is interested in an interface to the Vista Veterans Health Information System used by United States Department of Veterans Affairs (USDVA) Medical Centers. Veterans frequently receive inpatient and outpatient services from providers at the USDVA Medical Centers. Staff in the Veterans Homes must then sign on to Vista and export care related information to scan and import to the Avatar EHR.

DHHS DVH needs the ability to interface with various lab providers. In the current environment lab results are not interfaced to Avatar. Each of the four (4) Veterans Homes use a different lab provider.

GIVH and ENVH have an electronic Cash Register System located in the canteen in each home. DHHS DVH needs the ability to interface from the Microsoft Dynamics Retail Management System to the trust/banking option in the new LTCEHR. Currently members are entered and removed manually as clients in the Retail Management System at admission and upon discharge to the facility. Canteen purchase transactions are then manually entered in the trust/banking option in Avatar using a printed report generated from the Retail Management System.

GIVH has a Digital Diagnostic Imaging application for dental X-ray's onsite in their clinic called Dexis. DHHS DVH needs the ability to interface or the ability to include/attach these images in the LTCEHR.

### **C. SCOPE OF WORK**

To provide a LTCEHR Web based SaaS solution.

1. Bidders for this solution must have a minimum of two years' experience hosting, servicing and supporting an operational system(s) for the system(s) that are proposed. DHHS DVH is not seeking a contractor to develop a new system(s).
2. The general system requirements for the LTCEHR solution, which bidders must address, are described in the Functional Requirements Traceability Matrix – Attachment 1 for the proposed solution.
3. The contractor will conduct a detailed business analysis, establish a detailed project schedule, a test environment and a production environment, system setup, system configuration, data migration and configuration, testing and acceptance, training and assistance during rollout.

**D. TECHNICAL REQUIREMENTS**

**1. TECHNICAL REQUIREMENTS**

The proposed LTCEHR solution must meet or exceed all technical requirements as outlined in the Technical Requirements Traceability Matrix - Attachment 2. Bidders must provide detailed information on how the proposed solution addresses the technical requirements

The solution must comply with State and Federal requirements. Significant changes that are required in order to comply with new regulations will be addressed through the change control process identified in this RFP. Smaller changes will be considered to be part of the Operations and Maintenance responsibilities of the contractor. Any known applicable requirements that are published and publicly available at the time of proposal submission, including requirements with a future effective date (albeit within the contract term) will be considered included in the contract scope and the State will not agree to any additional charges to comply with these requirements.

**2. HARDWARE AND SOFTWARE REQUIREMENTS**

While the RFP requires a SaaS Solution, paragraphs a. and b. below are for any additional hardware or software that may be needed for complete implementation.

**a. HARDWARE**

The RFP response must include all necessary hardware, systems software (operating systems licenses, auxiliary or support systems software, etc.), and disk storage space requirements necessary to optimally effect the proposed solution. The solution offered must take into consideration DVH's data storage requirements over the entire contract term, including the optional renewal period(s).

Please review the DVH records retention requirements at this link:

[http://www.sos.ne.gov/records-management/pdf/schedule\\_150\\_1\\_1\\_6.pdf](http://www.sos.ne.gov/records-management/pdf/schedule_150_1_1_6.pdf)

DHHS DVH reserves the right to procure hardware through State purchasing contracts. Please note that DHHS DVH currently utilizes kiosks and Windows-based Dell PC/laptop hardware, and the proposed solution must be compatible with this equipment.

**b. SOFTWARE VERSIONS**

The contractor will, during the contract maintain any and all third-party software products at their most current version or no more than two (2) versions back from the most current version at no additional charge to the State, provided that such third-party software version upgrades can be installed and maintained with the State staff as indicated in Maintenance and Support services.

However, the contractor will not maintain any third-party software versions, including two (2) versions back, if any such version would prevent DHHS DVH from using any functions, in whole or in part, or would cause deficiencies or defects in the software within the proposed solution. If implementation of an upgrade to a third-party software product requires contractor personnel in addition to the State staff indicated in the Maintenance and Support Services, the State and contractor must mutually agree to implement such an upgrade. Any costs to be paid by the State for such upgrade must be included in the cost proposal. Any costs that are charged by a third-party software manufacturer for an upgrade to a third-party software product that is not covered by such Software's Maintenance and Support agreement will be charged to and paid for by Contractor.

**3. DATA MIGRATION REQUIREMENTS**

Migrate data from the DHHS's current provider identifying the length of time needed for conversion, testing and implementation of the proposed system(s) to full operational use by DHHS DVH and authorized users. The steps are to include:

- a. Defining data to be extracted;
- b. Linking/mapping data to fit the new system;
- c. Testing results;
- d. Importing a complete set of data.

**E. PROJECT PLANNING AND MANAGEMENT**

1. The contractor will assign a project manager and shall provide sufficient staffing from project kickoff through the end of the contract, including all optional renewal periods.. The project manager will be responsible for the management, oversight and coordination of timely resolutions to project issues. During implementation, it is anticipated that the contractor's staff will need to meet periodically with the DVH staff at Nebraska State Office Building in Lincoln, Nebraska or at one of the four (4) Veterans Homes locations in Nebraska in order to aid the contractor in providing the documentation and services described herein. The Project Manager will participate in weekly meetings with DVH and prepare monthly reports.
2. The contractors assigned project manager will communicate with the DHHS DVH Project Manager to coordinate and schedule any required change management, the solution implementation, configuration and approval of associated deliverables,
3. Within fifteen (15) business days after contract award the contractor must provide a detailed project schedule showing each major phase of the project and timeline.
4. During project kickoff meetings the contractor and DVH will jointly discuss timing and staffing issues that will impact the timeline. The result of the kickoff meetings will be an updated project management plan and schedule mutually agreed to by the contractor and DHHS DVH.
5. The project schedule for this RFP will be synchronized with the project schedule for RFP (5136 Z1) and ITB (5137 OF) as part of the kickoff meetings of the three projects and there is an expectation of coordination and collaboration on scheduling between awarded contractors.
6. The finalized Project Management Plan must be completed within forty-five (45) business days after DVH's directive to proceed and will be subject to DVH's approval. The contractor must send a copy of the signed finalized Project Management Plan to the DVH project manager.
7. The Project Management Plan must include the following items:
  - a. A description of how the project will be defined, managed, controlled, verified and communicated to the contractors and DVH's project team.
  - b. A description of all the major project tasks that will be completed by the contractor.
  - c. Identification of the specific tasks within each component of the implementation plan that must be completed by DVH.
  - d. A project schedule consolidating all tasks into a logical and manageable flow. This should be a time phased representation of each major task/component of the project work, milestones, dependencies, resource requirements, task durations and deadlines. The project schedule should be detailed enough to show each work breakdown structure task to be performed, the start and end dates of each task, the expected duration of the task and turnaround times for DVH to review, approve, and formally accept or reject the components of the work performed.
  - e. A listing of all key contractor participants, what their role is, and who is responsible for completing each task represented in the schedule. DVH reserves the right to approve or reject any changes to the contractor's project manager or other key personnel after the contract award. DVH also reserves the right to require key personnel changes with reasonable notice to the contractor.
  - f. Signature and date lines for both contractor and DVH to signify approval of completed task.
8. The Project Management Plan shall be considered finalized when the DVH Division Director or designee, has provided signature approval of the project plan. Within five (5) business days of finalizing the Project Management Plan, the contractor shall be responsible for providing a copy of the signed finalized Project Work Plan to DVH. The deliverable items required pursuant to this RFP must be delivered to DVH in accordance with the project plan.
9. DVH reserves the right to modify the project management plan schedule in a manner that would change the duration of the project, as mutually agreed upon between DVH and the contractor. Any changes to the project plan timeline that affects the originally agreed to delivery date of a deliverable item must be documented as a change to the project plan and shall require an approval signature on the revised project plan from the DVH Division Director or designee. Within five (5) business days of obtaining signature on the revised project plan, the contractor shall be responsible for providing a copy of the signed revised project plan to the DVH.

10. During the period of contract initiation through ninety (90) days past implementation, the contractor's Project Manager shall provide monthly Project Status Reports, which shall include;
  - a. Work plan activities performed during the reporting period. Reviewing the completed activities and comparing to plan;
  - b. Identifying project risks and documenting recommendations to mitigate such risks;
  - c. Deliverables completed during the reporting period. Identifying milestones reached and comparing to plan;
  - d. Work plan activities planned for the next reporting period;
  - e. Deliverables expected to be completed in the next reporting period;
  - f. Identification of problems or issues and tracking status of problems/issues;
  - g. Documentation of what is being done to achieve resolution of problems/issues; and
  - h. Project notes and comments.

**F. PERFORM IMPLEMENTATION**

1. Contractor will conduct a business analysis with the DHHS DVH project team to further refine a detailed project schedule.
2. Contractor will provide custom programming to meet DHHS DVH specific needs as requested and approved by DHHS DVH
3. Contractor will establish a test and training environment
4. Contractor will establish a production environment
5. Contractor will perform system setup, configuration, data migration and configuration
6. Contractor will perform system testing, training and assistance during rollout and implementation.

**G. PROVIDE POST IMPLEMENTATION SUPPORT**

The first twelve (12) months following the implementation will be known as the Post Implementation Support Period and will be followed by the on-going Operations and Maintenance Period.

This phase begins when the LTCEHR is fully implemented, all related requirements have been fulfilled in accordance with the contract, and DHHS has determined that those requirements are fully operational.

**H. DELIVERABLES (REQUIRED)**

The Bidder that has been awarded the contract for the LTCEHR shall deliver the following documents and activities that meet with DHHS DVH approval:

1. Project Management Plan to include:
  - a. Identification and contact information for the contractor's project manager and lead technical specialists assigned to the contract.
  - b. Detailed work plan to include a schedule of activities, milestones and timelines.
  - c. Change control procedures.
  - d. Reporting schedule to identify progress, delays, completions, etc.
2. System Design document that meets DHHS DVH requirements established in the RFP.
3. Data Migration Plan that demonstrates coordination and agreement from the existing DHHS contractor and DHHS DVH.
4. System testing and acceptance to include data migration from the existing DHHS contractor.
5. Training Plan.
6. Implementation Plan.
7. System implementation to include data migration.
8. Ongoing service, support and hosting the LTCEHR for which the Bidder has been awarded.



<b>Requirements</b>	<b>Due Date</b>
Project Management Plan	Due at Contract Start + 45 days
Project Schedule	Due at Contract Start + 15 days
Project Work Plan	Due 5 days after Project Management Plan Approval
Detailed System Design Document (DSDD)	Due dates to be determined in the Detailed Work Plan
Data Migration Plan	Due dates to be determined in the Detailed Work Plan
Testing Plan	Due dates to be determined in the Detailed Work Plan
User Acceptance Testing Plan	Due dates to be determined in the Detailed Work Plan
System Implementation Plan	Due dates to be determined in the Detailed Work Plan
Training Plan	2 Month prior to the first Training Session
System Implementation	Due dates to be determined in the Detailed Work Plan
Ongoing Services and Support	Due dates to be determined in the Detailed Work Plan

## **V. PROPOSAL INSTRUCTIONS**

This section documents the mandatory requirements that must be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions; format and order:

### **A. PROPOSAL SUBMISSION**

The Technical Proposal shall consist of three (3) sections:

#### **1. REQUEST FOR PROPOSAL FORM**

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions stated in this Request for Proposal unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The Request for Proposal for Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

Further, Section III. Terms and Conditions must be returned with the proposal response.

#### **2. CORPORATE OVERVIEW**

The Corporate Overview section of the Technical Proposal must consist of the following subdivisions:

##### **a. BIDDER IDENTIFICATION AND INFORMATION**

The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

##### **b. FINANCIAL STATEMENTS**

The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm must provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The State may elect to use a third-party to conduct credit checks as part of the corporate overview evaluation.

##### **c. CHANGE OF OWNERSHIP**

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

##### **d. OFFICE LOCATION**

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska must be identified.

e. **RELATIONSHIPS WITH THE STATE**

The bidder shall describe any dealings with the State over the previous ten (10) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. **BIDDER'S EMPLOYEE RELATIONS TO STATE**

If any party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a Sub-Contractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

g. **CONTRACT PERFORMANCE**

If the bidder or any proposed Sub-Contractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

h. **SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. These descriptions must include:
  - a) The time period of the project;
  - b) The scheduled and actual completion dates;
  - c) The Contractor's responsibilities;
  - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
  - e) Each project description shall identify whether the work was performed as the prime Contractor or as a Sub-Contractor. If a bidder performed as the prime Contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Contractor and Sub-Contractor(s) experience must be listed separately. Narrative descriptions submitted for Sub-Contractors must be specifically identified as Sub-Contractor projects.

- iii. If the work was performed as a Sub-Contractor, the narrative description shall identify the same information as requested for the Contractors above. In addition, Sub-Contractors shall identify what share of contract costs, project responsibilities, and time period were performed as a Sub-Contractor.

**i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH**

The bidder must present a detailed description of its proposed approach to the management of the project.

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder shall provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

**j. SUB-CONTRACTORS**

If the bidder intends to Sub-Contract any part of its performance hereunder, the bidder must provide:

- i. name, address, and telephone number of the Sub-Contractor(s);
- ii. specific tasks for each Sub-Contractor(s);
- iii. percentage of performance hours intended for each Sub-Contract; and
- iv. total percentage of Sub-Contractor(s) performance hours.

**3. TECHNICAL APPROACH**

The technical approach section of the Technical Proposal must consist of the following subsections:

- a. Understanding of the project requirements;
- b. Proposed development approach;
- c. Functional Requirements LTCEHR (Attachment 1) ;
- d. Technical Requirements LTCEHR (Attachment 2);
- e. Detailed project work plan; and
- f. Deliverables and due dates.

**B. COST PROPOSAL REQUIREMENTS**

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is a separate section or is packaged separately as specified in this RFP from the Technical Proposal section.

The component costs of the fixed price proposal for providing the services set forth in the Request for Proposal must be provided by submitting forms substantially equivalent to those described below.

**1. PRICING SUMMARY**

This summary shall present the total fixed price to perform all of the requirements of the Request for Proposal. The bidder must include details in the Cost Proposal supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

The State reserves the right to review all aspects of the Cost Proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

**2. PRICES**

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Request for Proposal. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

**C. PAYMENT SCHEDULE**

The payment schedule for the project is tied to specific dates and deliverables. Invoices may be submitted by the Contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved.

Payment Schedule:

Milestone	Percent
Project Plan	10%
Data Migration Plan	10%
Initial system configuration	10%
Data Migration complete	10%
User Training	15%
User Acceptance Testing	15%
Go-Live	30%

**Form A**  
**Bidder Contact Sheet**

**Request for Proposal Number 5135Z1**

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

**Exhibit 1**

**Penalties  
Request for Proposal Number 5135 Z1**

**1. Overview of Performance Measures and Penalties**

The contractor shall submit monthly performance measurement reports with detailed (record level) data for all Performance Measures to DHHS during the Operations and Maintenance Phase. DHHS has final determination and approval of the calculation method for Performance Measures, and shall be reasonable in its administration of said determination and approval. In addition, the contractor shall submit reports along with a monthly attestation that measure the contractor's performance in relation to each Performance Measure.

DHHS may impose penalties during the Operations and Maintenance Phase for each instance of failure to meet Performance Measures, unless a specific requirement is waived for a specific time period, in writing, by an authorized DHHS representative.

DHHS shall retain the right to assess additional damages for actual losses suffered by the State due to the contractor's failure to meet Performance Measures. Further, the contractor shall indemnify the State against any fines imposed on the State by its Federal partners for failing to meet requirements or timelines, or any actual damages incurred by the State relating in any way to the contractor's failure to meet Performance Measures.

**2. Penalties for Failure to Meet Performance Measures**

For each Performance Measure listed below, the penalties that may be assessed are described in the following table:

#	PERFORMANCE MEASURE	Penalty
1	Failure to report 100% of all security breaches to the State's Project Manager in writing and by telephone promptly at time of incident or its discovery	\$1,000 per instance
2	Failure to recover 99.9% of data affected by terminal failures	\$1,000 per incident
3	Failure to identify and correct 100% of system processing errors within one (1) business day after detection	\$500 per instance
4	Failure to report and track system deficiencies within one (1) business day of deficiency discovery	\$500 per instance
5	Failure to meet the following standards: <ul style="list-style-type: none"> <li>a. 100% of calls and problem reports shall be documented in an electronic support system/user support log</li> <li>b. For calls received during required manned periods of Monday–Friday, 8:00 a.m. – 5:00 p.m., CST, excluding State holidays, the following shall apply:                             <ul style="list-style-type: none"> <li>i. 90.0% of calls shall experience wait times less than ninety (90) seconds</li> <li>ii. 100% of calls placed on hold will be given the option to leave a voice message</li> <li>iii. 100% of calls choosing to wait past one (1) minute will be answered within three (3) minutes</li> </ul> </li> <li>c. Calls received during off hours (all other hours not referenced in item 2 above) shall be answered by electronic device, without receiving a busy signal within thirty (30) seconds</li> <li>d. 100% of individual access issues shall be resolved within twenty-four (24) hours</li> <li>e. 99.9% availability of the Automated Voice Response System (AVRS)</li> </ul>	\$1,000 per month where the standard is not met
6	Failure to return calls and respond to emails in accordance with requirements by Severity Level: <ul style="list-style-type: none"> <li>a. 100% of suspected Severity Level One calls shall be returned and emails shall be answered within one (1) hour. (DHHS requires 24 hours a day, 7 days a week (24/7) coverage for Severity Level One calls but expects few calls to be at this level.)</li> <li>b. 100% of Severity Level Two, Three, and Four calls shall be returned and emails shall be answered within one (1) business day</li> <li>c. 100% of Severity Level One issues shall be resolved within four (4) business hours</li> <li>d. 100% of Severity Level Two issues shall be resolved within twenty-four (24)</li> </ul>	\$1,000 per month where response time standards are not met

#	PERFORMANCE MEASURE	Penalty
	business hours e. 100% of Severity Level Three issues shall be resolved within seventy-two (72) business hours f. 100% of Severity Level Four issues shall be resolved within a reasonable and mutually agreed-upon time period.	
7	Failure to meet a requirement specified in any Corrective Action Plan issued by the Division addressing a performance issue	\$500 per business day
8	Failure to have the Long Term Care Electronic Health Record available online 24x7, 99.9% of the time each month, with the exception of planned and approved downtime and force majeure events	\$1,000 per month where the standard is not met
9	Failure to provide monthly performance reports for any given month within ten (10) calendar days following the end of the month	\$250 per calendar day
10	Meet the following minimum response times even at peak load. Times will be measured for adherence to the requirements at the State's discretion. a. Record Search Time – The response time must be within four (4) seconds 95% of the time and under ten (10) seconds for 100% of the time for record searches. b. Record Retrieval Time – The response time must be within four (4) seconds 95% of the time and under ten (10) seconds 100% of the time for record retrievals. c. Transaction Response Time – The response time must be within two (2) seconds 95% of the time and under ten (10) seconds for 100% of the time for screen response. d. Print Initiation Time – The response time must be within two (2) seconds 95% of the time and under ten (10) seconds 100% of the time-for-print initiations. e. Subsequent Page Display Response Time - The movement from viewing one page to viewing the next page within the same document shall not take more than one (1) second 95% of the time and under five (5) seconds for 100% of the time for screen response. f. Document Availability - 99.5% of all documents must be available within on average five (5) seconds after imaged.	\$1,000 per month where response time standards are not met



# Attachment 1 Functional Requirements Traceability Matrix (FRTM)

## Request for Proposal Number 5135 Z1

Bidders are instructed to complete a Functional Requirements Traceability Matrix (FRTM) for the Long Term Care Electronic Health Record System. Bidders are required to describe in detail how their proposed solution meets the conformance specification outlined within each Functional Requirement.

The FRTM is used to document and track the project requirements from the proposal through testing to verify that the requirement has been completely fulfilled. The contractor will be responsible for maintaining the contract set of Baseline Requirements. The FRTM will form one of the key artifacts required for testing and validation that each requirement has been complied with (i.e., 100% fulfilled).

The FRTM must indicate how the bidder intends to comply with the requirement and the effort required to achieve that compliance. It is not sufficient for the bidder to simply state that it intends to meet the requirements of the RFP. DHHS will consider any such response to the requirements in this RFP to be non-responsive. The narrative should provide DHHS with sufficient information to differentiate the bidder's technical solution from other bidders' solutions.

The bidder must ensure that the original requirement identifier and requirement description are maintained in the FRTM as provided by DHHS. Failure to maintain these elements may be grounds for disqualification.

How to complete the FRTM:

FRTM Column Description	Bidder Responsibility
FRTM #	The unique identifier for the requirement as assigned by DHHS . This column is dictated by this RFP and must not be modified by the bidder.
Requirement Description	The statement of the requirement to which the bidder must respond. This column is dictated by the RFP and must not be modified by the bidder.
Compliant	<p>Bidder to indicate "Y" (Yes) or "N" (No) whether their solution is compliant with the requirement. If "N", the bidder must address the gap in Response section. The bidder must also address the following:</p> <ul style="list-style-type: none"> <li>• Capability does not currently exist in the proposed Electronic Health Record System as indicated by an Availability of "B", "C", or "D" as defined below</li> <li>• Capability not available, is not planned, or requires extensive source-code design and customization to be considered part of the bidder's standard capability as indicated by Availability of "N/A"</li> <li>• Requires an extensive integration effort of more than 500 hours</li> </ul>
Availability	<p>Bidder to indicate one of the following:</p> <ul style="list-style-type: none"> <li>• A = Capability Operating in Bidder's Solution</li> <li>• B = Capability Available in the Bidder's Solution Next Scheduled Release and proposed for the Solution.</li> <li>• C = Capability Under Development: New Release / Upgrade Version (Resources Committed) Provide Availability Date Published to Bidder's Solution</li> </ul>

FRTM Column Description	Bidder Responsibility
	<ul style="list-style-type: none"> <li>• D = Capability Defined and Committed to Availability in 12 Months in the Bidder's Solution</li> <li>• N/A = Not Available, Not Planned, or Requires Extensive Effort to be Made Part of Baseline Capability</li> </ul>
Availability Date	Provide date capability will be available as published / release to Bidder Baseline Capability (e.g., available to Installed Customer Base). Note: For Availability value of "A", use date of proposal submission.
Contractor or Subcontractor	Indicate whether the hardware, software or service is provided by the Contractor (C) or Subcontractor (S).
Bidder Comments	<p>Bidder Responsibility</p> <p>Provide a short description for each requirement that is Compliant = "Y":</p> <ol style="list-style-type: none"> <li>1. Describe briefly how compliance will be established, highlighting the following: <ol style="list-style-type: none"> <li>a. Is compliance established through rules-based modifications to the product/system (e.g., table changes, workflow updates)?</li> <li>b. Is compliance established through a combination of system automation and manual processes/procedures?</li> </ol> </li> <li>2. Provide an estimate of the effort needed during integration to achieve compliance using the final criteria: <ol style="list-style-type: none"> <li>a. Minor = less than 10 man hours.</li> <li>b. Moderate = less than 100 man hours.</li> <li>c. Extensive = more than 100, less than 500 man hours.</li> <li>d. Significant = more than 500 man hours.</li> </ol> </li> </ol> <p>A restatement of the requirement is not considered a substantive response.</p>

FRTM #	Requirement Description	Compliant	Availability	Availability Date	Contractor or Subcontractor
<b>a) General</b>					
1.	The solution should be browser independent, operate efficiently and be capable of functioning on all common browsers.				
Bidder Comments:					
2.	Ability to schedule client medical appointments inside and outside the facility with integrated documentation.				
Bidder Comments:					
3.	Include electronic signature capability <ul style="list-style-type: none"> <li>• Lock record from editing once signed but allow amendments to documentation after signing and locking</li> <li>• Allow multiple providers to sign a single record</li> <li>• Include ability for witness signature when documenting administration of eMar</li> <li>• Provide on-line prompts where signatures or co-signatures are required in the completion of medical records documentation to avoid charting deficiencies</li> <li>• Comply with the Nebraska Electronic Signature Statue  <a href="http://www.legislature.ne.gov/laws/statutes.php?statute=86-611">http://www.legislature.ne.gov/laws/statutes.php?statute=86-611</a> </li> </ul>				
Bidder Comments:					
4.	Allow more than one user to be in the same client record at the same time permitting only one user to make changes within the same part of the record at the same time.				
Bidder Comments:					

FRTM #	Requirement Description	Compliant	Availability	Availability Date	Contractor or Subcontractor
5.	Provide customized views and available functionality by user group or role. The system must allow non-relevant items to be hidden based on the user group or role.				
Bidder Comments:					
6.	Include decision support to help user select from standardized procedure/encounter, problem/diagnosis and medication codes and terminologies.				
Bidder Comments:					
7.	Ability to scan and/or attach documents to charting by type of document.				
Bidder Comments:					
8.	Ability to create custom alerts for medical needs, financial needs, etc. that will display on a dashboard as notifications				
Bidder Comments:					
9.	Ability to securely message in the software including announcements, emails, instant messaging, etc.				
Bidder Comments:					
10.	Ability to collect information on a pre-admission that carries forward from admission to MDS.				
Bidder Comments:					
11.	Automated update of reference tables and codes for ICD-10, CPT, HCSPCS, etc. and any relational cross references. Include necessary subscriptions to the coding systems and associated edits.				
Bidder Comments:					
12.	Software must include MDS, Care Plan and ADL Charting.				
Bidder Comments:					

FRTM #	Requirement Description	Compliant	Availability	Availability Date	Contractor or Subcontractor
13.	Display/show triggers in the MDS while a user is working in it.				
Bidder Comments:					
14.	Included ease of printing from the MDS, Care Plan and ADL charting.				
Bidder Comments:					
15.	Interactive CAA worksheets				
Bidder Comments:					
16.	Self-modifiable care plan library				
Bidder Comments:					
17.	Intuitive ADL charting compatible with Dell desktops, kiosks and laptops.				
Bidder Comments:					
18.	Built in Long Term Care assessments.				
Bidder Comments:					
19.	Intuitive assessments that show scoring as data is inputted.				
Bidder Comments:					
20.	Skin, Wound and Pain assessments that display with a body diagram and ability to identify and track location, size, dimension, etc.				
Bidder Comments:					
21.	Fall and Braden assessments with accessible assistive descriptions.				
Bidder Comments:					
22.	User friendly progress notes that can be defined by type of note.				
Bidder Comments:					

FRTM #	Requirement Description	Compliant	Availability	Availability Date	Contractor or Subcontractor
23.	ETAR ability for non-medication orders to be entered by clinical staff, validated by physician if necessary and documented by administration electronically.				
Bidder Comments:					
24.	Alert staff to potential administration errors such as wrong client, wrong drug, wrong dose, wrong route and wrong time in support of medication administration or pharmacy dispense/supply management and workflow.				
Bidder Comments:					
25.	Availability of signature pads and/or stylus on touch screens for clients, staff and others to interactively electronically sign.				
Bidder Comments:					
26.	Enter admission data and demographics in real time.				
Bidder Comments:					
27.	Data fields designed to collect Military demographics for Veterans such as wars served, dates of service, medals, commendations, etc.				
Bidder Comments:					
28.	Data fields designed to collect Veterans Administration (VA) diagnostic codes and percent of service connected disability.				
Bidder Comments:					
29.	Ability to attach VA diagnostic code to physician orders to link a service connected disability to a physician order.				
Bidder Comments:					
30.	Generate daily census report.				
Bidder Comments:					

FRTM #	Requirement Description	Compliant	Availability	Availability Date	Contractor or Subcontractor
31.	Generate monthly census report displaying all client movements and leaves during the date range. Monthly begin and end census counts must be included.				
Bidder Comments:					
32.	Drug formulary checks				
Bidder Comments:					
33.	Incorporate clinical lab test results into LTCEHR as structured data-receive results, display test report information, incorporate results				
Bidder Comments:					
34.	Ability to send resident (member) reminders of an upcoming mandatory visit with the provider, providing a problem list, medication list, medication allergy list, including demographics and with laboratory results.				
Bidder Comments:					
35.	Enable a user to provide members with online access to their clinical information, including lab results, problem list, medication list, and medication allergies.				
Bidder Comments:					
36.	Resources identified through logic built into certified EHR technology which evaluates information about the member and suggest to the provider education resources that would be of value for the member				
Bidder Comments:					
37.	Enable a user to electronically compare two or more medication lists from another care setting or provider of care				
Bidder Comments:					

38.	Electronically record, modify, retrieve, and submit immunization information in accordance with 170.205€(1) or 170.205(e)(2)				
Bidder Comments:					
<b>b) Reporting</b>					
39.	The solution must allow data collection, analysis and reporting by authorized users via a web base application using desktops, laptops, tablets, kiosks and/or smart phones.				
Bidder Comments:					
40.	Report writing functionality should be user friendly and allow DVH to develop reports without contractor support.				
Bidder Comments:					
41.	Include Dashboard functionality so that events that have taken place in charting such as falls, behaviors, skin issues and other things that may require an incident report can be seen.				
Bidder Comments:					
42.	Ability to generate and subtotal all reports by client, by unit and/or by facility total.				
Bidder Comments:					
43.	Ability to see which MDS's are due at a glance.				
Bidder Comments:					
44.	Ability to build reports using question selections from the MDS.				
Bidder Comments:					
45.	Ability to generate Quality Measure reports				
Bidder Comments:					
46.	Ability to see if ADL's have been completed in a timely manner.				
Bidder Comments:					



47.	Ability to search/display/print progress notes by any combination of : one or more note types, one or more members, by unit, or by facility total.				
Bidder Comments:					
48.	Generate lists of residents (members) by specific conditions to use for quality improvement: problem lists, medication lists, demographics and laboratory test results				
Bidder Comments:					
<b>c) System Administration</b>					
49.	The solution must allow for administrative rights to oversee the systems including the ability to configure multiple access rights and security levels based on user privilege, to import/export data, and to configure and generate reports.				
Bidder Comments:					
50.	Shall have the ability to turn on and off the data elements that are available within a given security level for data searching and reporting to ensure data would not be released inadvertently.				
Bidder Comments:					
51.	The solution must allow for updates in data definitions as requirements change, for example, field names, options to select, and formats.				
Bidder Comments:					
52.	The solution must have the ability to create customized data elements with appropriate formats without additional programming by the contractor (flexibility in data capture).				
Bidder Comments:					
53.	The solution must have an integrated validation module to ensure data submitted is accurate and valid.				
Bidder Comments:					

54.	The drug database required by the bidder must be the same for both the LTCEHR and the Long Term Care Pharmacy Management Software solution. Please state which drug database will be used.				
Bidder Comments:					
55.	Ability to create user defined assessments on demand as needed.				
Bidder Comments:					
56.	Provide a master patient index across all Nebraska Veterans Homes.				
Bidder Comments:					
<b>d) Training/Support</b>					
57.	The contractor must provide train-the-trainer instruction and materials, webinar-based training for users, on-line user manuals and help for instruction on use of the applications including current data elements. Training materials should reflect all updated information.				
Bidder Comments:					
58.	The solution must allow for custom programming to meet the State's specific needs which will be performed by the contractor as requested and approved by DHHS.				
Bidder Comments:					
59.	On-line help and training options will be built into the software.				
Bidder Comments:					

e) Standards					
60.	The solution must meet the current and future industry standards of the Health Information Technology for Economic and Clinical Health (HITECH) Act, the Affordable Care Act (ACA), Health Insurance Portability and Accountability Act (HIPAA), and other Center for Medicare and Medicaid Services (CMS), State regulations and USDVA regulations.				
Bidder Comments:					
61.	The solution must have LTCEHR program certification from the Office of the National Coordinator (ONC) for Health Information Technology, as well as the Long Term and Post-Acute Care (LTPAC) for skilled nursing homes.				
Bidder Comments:					
62.	The solution must have certification from an ONC-Authorized Testing and Certification Body (ONC-ATCB).				
Bidder Comments:					
63.	The solution must provide clinical decision support functionality and comply with all CMS Stage 2 Meaningful use guidelines.				
Bidder Comments:					
64.	International Classification of Disease-10 (ICD-10) compliance prior to 10/01/2015.				
Bidder Comments:					
65.	DEA approved security for prescriptions written by physicians in CPOE with integration to long term care pharmacy software (Combination of password, card swipe, retinal or fingerprint biometric, etc.).				
Bidder Comments:					
66.	Other menu items ONC 2014 certification is based on, that are not listed above.				
Bidder Comments:					

67.	CQM-NQF#0018 controlling High Blood Pressure				
Bidder Comments:					
68.	NQF#0022 Use of High-Risk medication in the elderly				
Bidder Comments:					
69.	NQF#0041 Preventative care screening influenza immunization				
Bidder Comments:					
70.	NQF#0088 Ischemic Vascular Disease IVD use of aspirin or another antihrombotic				
Bidder Comments:					
71.	NQF#0101 Falls, Screening for future fall risk				
Bidder Comments:					
72.	NQF#0418 Preventative care and screening; screening for clinical depression and follow-up				
Bidder Comments:					
73.	NQF#0419 Documentation of current medications in the medical record				
Bidder Comments:					
74.	NQF#0421 Preventative care and screening body mass index(BMI) screening and follow-up				
Bidder Comments:					
75.	NQF#0710 Depression Remission at twelve months				
Bidder Comments:					
76.	NQF#0712 Depression utilization of the PHQ-9 tool				
Bidder Comments:					
77.	NQF#TBD Closing the referral loop, receipt of specialist report				
Bidder Comments:					

78.	NQF#TBD Functional status assessment for complex chronic conditions Warfarin				
Bidder Comments:					
79.	NQF# TBD ADE prevention and monitoring Warfarin				
Bidder Comments:					
80.	NQF# 0043 Pneumonia Vaccination Status for older adults				
Bidder Comments:					
81.	NQF# 0068 Ischemic Vascular Disease IVD use of Aspirin or another antithrombotic				
Bidder Comments:					
82.	Other quality measures not listed above:				
Bidder Comments:					
<b>f) Interface</b>					
83.	Ability to integrate physician orders CPOE,eMAR with outpatient Long Term Care Pharmacy Management Software.				
Bidder Comments:					
84.	Ability to interface with Surequest Dietary software.				
Bidder Comments:					
85.	Ability to interface with various lab providers.				
Bidder Comments:					
86.	Ability to interface Trust Account to Microsoft Dynamics Retail Management System				
Bidder Comments:					
87.	Ability to interface to Dexis Digital Imaging software.				
Bidder Comments:					
88.	Ability to interface to Vista software.				
Bidder Comments:					

89.	Ability to interface to Vetraspec software.				
Bidder Comments:					
90.	Ability to interface to Nebraska Health Information Initiative (NeHII)				
Bidder Comments:					
91.	Intelligent information flow between MDS, CNA Charting, Diagnosis, Immunizations, Nursing Assessments, etc.				
Bidder Comments:					
92.	Computerized Physician Order Entry (CPOE) with integrated interface to Long Term Care Pharmacy Management Software.				
Bidder Comments:					
93.	EMAR order integration with CPOE and Long Term Care Pharmacy Management Software.				
Bidder Comments:					
94.	Electronically receive, display, and transmit a members summary record from other provider organizations including at a minimum, diagnostic test results, problem list, medication list, medication allergy list in accordance with standard 170.205(a)(1) or 170.205(a)(2), displayed in a human readable format. Problems according to 170.207 (a)(1) or 170.207(a)(2), and laboratory tests 170.207(c); Medications 170.207(d)				
Bidder Comments:					
<b>g) Billing/Office Management</b>					
95.	Electronic process for checking and importing insurance eligibility information from ASCX 270/271 health care eligibility inquiry and response transactions.				
Bidder Comments:					

96.	Electronic process to submit, receive and process 837x claims and 835 remittance files for multiple payers to/from insurance companies or clearing houses.				
Bidder Comments:					
97.	Provide automatic line item posting of payments, adjustments, and denials with the ability to suppress some items using a user-defined exceptions list.				
Bidder Comments:					
98.	Ability to identify insurance billing rule violations before sending claims.				
Bidder Comments:					
99.	Ability to print insurance claims such as HCFA 1500.				
Bidder Comments:					
100.	Ability to handle multiple group NPI numbers and service locations.				
Bidder Comments:					
101.	Ability to perform an audit of unpaid insurance claims.				
Bidder Comments:					
102.	User friendly process to correct claims for resubmission.				
Bidder Comments:					
103.	Self-pay maintenance rates are recalculated when considerations change. The user must be able to enter an updated maintenance rate by date range while keeping a history of all prior rates.				
Bidder Comments:					

104.	Provide a full suite of encoder software for automatic billing edits to <ul style="list-style-type: none"> <li>• Validate clinical credentials appropriate to service rendered.</li> <li>• Validate clinician certification as appropriate to payer.</li> <li>• Check time durations for validity.</li> <li>• Check service location appropriate to service rendered.</li> <li>• Detect duplicate service entry.</li> </ul>				
Bidder Comments:					
105.	Ability to post a payment prior to a charge being generated creating a credit amount/advance payment.				
Bidder Comments:					
106.	Ability to generate monthly self-pay charges/statements in advance. Current self-pay maintenance statements are sent at the beginning of each month showing maintenance beginning balance, advance monthly charges due and ending balance for the month.				
Bidder Comments:					
107.	Ability to apply monthly payments and charges based on a date range.				
Bidder Comments:					
108.	Ability to charge full support room and board rates by level of care (skilled/domiciliary) and allow for adjustments to the rate of VA per diem.				
Bidder Comments:					
109.	Enter guarantor information into billing system and specify order of liability.				
Bidder Comments:					
110.	Accommodate unique rates by guarantor and procedure codes by date.				
Bidder Comments:					



111.	Allow rate tables to be updated by user when necessary with begin and end dates assigned to each rate keeping prior rate history.				
Bidder Comments:					
112.	Display account aging on member statements and generate aging reports.				
Bidder Comments:					
113.	Ability to track members Trust/Banking accounts.				
Bidder Comments:					
114.	Ability to produce Trust account statements showing beginning balance, transaction history during the date range and ending balance.				
Bidder Comments:					
115.	Generate a daily cash box reconciliation report and daily deposit report.				
Bidder Comments:					
116.	Ability to automatically post payments from a members trust account to the self-pay.				
Bidder Comments:					
117.	Ability to generate and print checks from a trust fund for member payments.				
Bidder Comments:					
118.	Ability to generate and print checks to a single contractor for payments due from multiple member accounts posting individual transactions to each member.				
Bidder Comments:					
119.	Prohibit adjustment mechanisms for checks. (Must void and re-issue only).				
Bidder Comments:					
120.	Ability to post multiple debits and credits (deposits and withdrawals from member banking accounts by transaction codes.				
Bidder Comments:					

121.	Ability to enter recurring debit and credit (deposit/withdrawal) transactions by source (e.g., SSA, SSI, VA, Civil Service, etc.) into the system to be processed monthly (by date range). These amounts tend to remain stable over the course of a year but the system must easily allow adjustments and keep prior history when necessary.				
Bidder Comments:					
122.	Generate a petty cash voucher with two signature lines (client and staff) and post it to the clients account. (Electronic signature capability desired)				
Bidder Comments:					
123.	Ability to enter interest on the trust account monthly. The amount of the interest entered should be applied to all members who's trust balance has not been zero on any day during the calendar month.				
Bidder Comments:					
124.	Generate an interest posted report displaying interest amount applied to each account with the option to sort alphabetically by member name or client number.				
Bidder Comments:					

## Attachment 2 Technical Requirements Traceability Matrix (TRTM)

### Request for Proposal Number 5135 Z1

Bidders are instructed to complete a Technical Requirements Traceability Matrix for the Long Term Care Electronic Health Record System. Bidders are required to describe in detail how their proposed solution meets the conformance specification outlined within each Technical Requirement.

The TRTM is used to document and track the project requirements from the proposal through to testing to verify that the requirement has been completely fulfilled. The contractor will be responsible for maintaining the contract set of Baseline Requirements. The RTM will form one of the key artifacts required for testing and validation that each requirement has been complied with (i.e., 100% fulfilled).

The TRTM must indicate how the bidder intends to comply with the requirement and the effort required to achieve that compliance. It is not sufficient for the bidder to simply state that it intends to meet the requirements of the RFP. DHHS will consider any such response to the requirements in this RFP to be non-responsive. The narrative should provide DHHS with sufficient information to differentiate the bidder's technical solution from other bidders' solutions.

The bidder must ensure that the original requirement identifier and requirement description are maintained in the TRTM as provided by DHHS. Failure to maintain these elements may be grounds for disqualification.

How to complete the TRTM:

TRTM Column Description	Bidder Responsibility
TRTM #	The unique identifier for the requirement as assigned by DHHS. This column is dictated by this RFP and must not be modified by the bidder.
Requirement Description	The statement of the requirement to which the bidder must respond. This column is dictated by the RFP and must not be modified by the bidder.
Compliant	<p>Bidder to indicate "Y" (Yes) or "N" (No) whether their solution is compliant with the requirement. If "N", the bidder must address the gap in Response section. The bidder must also address the following:</p> <ul style="list-style-type: none"> <li>• Capability does not currently exist in the proposed Long Term Care Electronic Health Record System as indicated by an Availability of "B", "C", or "D" as defined below</li> <li>• Capability not available, is not planned, or requires extensive source-code design and customization to be considered part of the bidder's standard capability as indicated by Availability of "N/A"</li> <li>• Requires an extensive integration effort of more than 500 hours</li> </ul>
Availability	<p>Bidder to indicate one of the following:</p> <ul style="list-style-type: none"> <li>• A = Capability Operating in Bidder's Solution</li> <li>• B = Capability Available in the Bidder's Solution Next Scheduled Release and proposed for the Solution.</li> <li>• C = Capability Under Development: New Release / Upgrade Version (Resources Committed) Provide Availability Date Published to Bidder's Solution</li> </ul>

TRTM Column Description	Bidder Responsibility
	<ul style="list-style-type: none"> <li>• D = Capability Defined and Committed to Availability in 12 Months in the Bidder's Solution</li> <li>• N/A = Not Available, Not Planned, or Requires Extensive Effort to be Made Part of Baseline Capability</li> </ul>
Availability Date	Provide date capability will be available as published / release to Bidder Baseline Capability (e.g., available to Installed Customer Base). Note: For Availability value of "A", use date of proposal submission.
Contractor or Subcontractor	Indicate whether the hardware, software or service is provided by the Contractor (C) or Subcontractor (S).
Bidder Comments	<p>Bidder Responsibility</p> <p>Provide a short description for each requirement that is Compliant = "Y":</p> <ol style="list-style-type: none"> <li>1. Describe briefly how compliance will be established, highlighting the following: <ol style="list-style-type: none"> <li>a. Is compliance established through rules-based modifications to the product/system (e.g., table changes, workflow updates)?</li> <li>b. Is compliance established through a combination of system automation and manual processes/procedures?</li> </ol> </li> <li>2. Provide an estimate of the effort needed during integration to achieve compliance using the final criteria: <ol style="list-style-type: none"> <li>a. Minor = less than 10 man hours.</li> <li>b. Moderate = less than 100 man hours.</li> <li>c. Extensive = more than 100, less than 500 man hours.</li> <li>d. Significant = more than 500 man hours.</li> </ol> </li> </ol> <p>A restatement of the requirement is not considered a substantive response.</p>

TRTM #	Requirement Description	Compliant	Availability	Availability Date	Contractor or Subcontractor
<b>a) General Technical</b>					
1.	The solution shall support multiple environments for use by the State, including development, test, training, and production. (sandbox, break-fix)				
Bidder Comments:					
2.	The solution shall be designed such that routine upgrades and maintenance do not require system reconfiguration.				
Bidder Comments:					
3.	The solution shall conduct data exchanges between components in real-time so that data is always synchronous across the entire solution, including any third party components.				
Bidder Comments:					
4.	Provide a comprehensive set of edits at the point of data entry to minimize data errors and provide immediate feedback in order for incorrect data to be corrected before further processing (e.g., spell check).				
Bidder Comments:					
5.	The solution must integrate with Microsoft Office.				
Bidder Comments:					

6.	All infrastructure software used by the solution (operating system, databases, web servers, network management, etc.) shall be a version that is currently supported under standard maintenance agreements and is generally available during the life of the contract				
Bidder Comments:					
7.	The solution shall maintain a historical record of all changes made to any item within the system, the ID of the person or process that made the change, and the date and time the change was made.				
Bidder Comments:					
8.	The solution shall, operate with Windows based operating software on tablets.				
Bidder Comments:					
9.	The solution shall incorporate secure telecommunications capabilities that link staff and clinicians from remote locations to their central site with audio and video capabilities.				
Bidder Comments:					
10.	The solution should assure that third party software, used for ancillary aspects of the solution, that require distribution or maintenance to desktops or servers can be distributed and configured on user work stations from a central location and not require onsite intervention. In other words, software should support "silent" or unattended installation functionality for any non-web based features.				
Bidder Comments:					
11.	The solution shall be deployed primarily as a web-based interface, so that users only need a web browser to access the solution. Currently the State uses IE-11				

Bidder Comments:					
12.	The solution should provide an auto archive/purge of the log files to prevent uncontrolled growth of the log and historical records storage using administrator-set parameters.				
Bidder Comments:					
13.	The solution shall provide administrative tools and maintenance routines to change access rights quickly.				
Bidder Comments:					
14.	The solution shall allow for accessibility and portability of application via web enabled architecture				
Bidder Comments:					
<b>b) Standards</b>					
15.	The solution shall comply with accessibility requirements described in 45 CFR 85 and with State of Nebraska accessibility requirements located at <a href="http://www.nitc.state.ne.us/standards/accessibility/">http://www.nitc.state.ne.us/standards/accessibility/</a>				
Bidder Comments:					
16.	The solution shall comply with digital signature requirements described in the Nebraska Digital Signatures Act. Refer to <a href="http://www.sos.state.ne.us/rules-and-regs/regsearch/Rules/Secretary_of_State/Title-437.pdf">http://www.sos.state.ne.us/rules-and-regs/regsearch/Rules/Secretary_of_State/Title-437.pdf</a> for definition and standards.				
Bidder Comments:					

17.	The solution shall be scalable and flexible enough to accommodate any changes required by the State and/or federal statute, mandate, decision or policy.				
Bidder Comments:					
18.	The solution shall conform to the sub-parts of Section 508 of the Americans with Disabilities Act (ADA), and any other appropriate State or federal disability legislation.				
Bidder Comments:					
19.	The solution should alert providers to potential administration errors, such as wrong client, wrong drug, wrong dose, wrong route, and wrong time in support of medication administration or pharmacy dispense/supply management and workflow.				
Bidder Comments:					
<b>c) Error Handling</b>					
20.	The solution shall write and categorize all errors to an error log.				
Bidder Comments:					
21.	The solution shall allow for user-defined alerts of errors, including those to external communication mechanisms (e.g., e-mail and text messaging).				
Bidder Comments:					
22.	The solution shall include a comprehensive error message manual with unique message identifiers.				
Bidder Comments:					
23.	The solution shall capture system down times along with the causes of the downtimes where applicable				



Bidder Comments:

d) Database/Data Management					
24.	The solution shall facilitate data structure changes to accommodate any Federal or Legislative mandated changes, without requiring major software rewrites				
Bidder Comments:					
25.	The solution shall provide the flexibility to extract and load data into standard PC-based software formats on-line without the need for programming expertise.				
Bidder Comments:					
26.	The solution shall maintain an automated history (audit trail) of all update transactions, including, but not limited to: date and time of change, "before" and "after" data field contents, and operator identifier or source of the update.				
Bidder Comments:					
27.	The solution should support triggers, stored procedures, alerts, user-defined functions and data types, and system-defined functions and data types.				
Bidder Comments:					
28.	The solution should conform to the Open Database Connectivity Standard (ODBC).				
Bidder Comments:					

e) System and User Documentation					
29.	The contractor shall provide an entity-relationship model, class diagram and a table of contents with data dictionary for report creation by the State that is regularly updated and includes table, field, and relationships.				
Bidder Comments:					
30.	The solution should provide on-line help for all features, functions, and data element fields, as well as descriptions and resolutions for error messages, using help features including indexing, searching, tool tips, and context-sensitive help topics. The on-line documentation will include descriptions, definitions, and layouts for each standard report. All selection criteria parameters and each report item/data element must be defined and all field calculations must be defined in detail.				
Bidder Comments:					
31.	The contractor should ensure that the User Manual remains accessible to users on-line, with a printable version available. The documentation will include full mock-ups of all screens/windows and provide narrative descriptions of the navigation features for each screen/window.				
Bidder Comments:					
32.	The contractor shall provide DHHS a comprehensive system operation manual, at the time of installation.				
Bidder Comments:					

33.	The contractor shall develop, use and provide training material to DHHS for initial and ongoing training. The content of these materials will be consistent with the User Manual, any Operating Procedures and Help text.				
Bidder Comments:					
<b>f) Interfaces/Imports/Exports</b>					
34.	The solution should be able to schedule interface jobs to other systems				
Bidder Comments:					
35.	The solution's interfaces shall secure and protect the data and the associated infrastructure from a confidentiality, integrity and availability perspective.				
Bidder Comments:					
36.	The solution shall have the capability to notify System Administrators/system support staff if an interface is not available for any reason.				
Bidder Comments:					
37.	The vendor shall provide necessary APIs to allow DHHS to create interfaces to and from the DHHS solution.				
Bidder Comments:					
38.	The solution shall leverage an electronic document management system that is integrated to support the storage and retrieval of document images.				
Bidder Comments:					
39.	The solution shall provide the ability to route imaged correspondence to any work queue.				

Bidder Comments:					
40.	The solution should provide the ability to import data in multiple formats (e.g. csv, ASCII)				
Bidder Comments:					
41.	The solution shall send and receive data via HL7 and ODBC connections, including an interface with NeHII.				
Bidder Comments:					
42.	The solution shall have the ability to use standards based communication protocols; such as TCP/IP, HTTP/S and SMTP.				
Bidder Comments:					
<b>g) System Performance</b>					
43.	Support concurrent users with minimal impact to response time, with the ability to increase the demand on the system by 50% without modification to the software or degradation in performance.				
Bidder Comments:					
44.	The solution shall be available, online 24 hours a day and 7 days a week, 99.9% of the time each month. Planned, approved downtime for maintenance will be excluded from this requirement.				
Bidder Comments:					
45.	The solution shall provide application performance monitoring and management capabilities				
Bidder Comments:					

46.	<p>The solution should meet the following minimum response times even at peak load. Times will be measured for adherence to the requirements at the State's discretion.</p> <ul style="list-style-type: none"> <li>• Record Search Time – The response time must be within four (4) seconds 95% of the time and under ten (10) seconds for 100% of the time for record searches.</li> <li>• Record Retrieval Time – The response time must be within four (4) seconds 95% of the time and under ten (10) seconds 100% of the time for record retrievals.</li> <li>• Transaction Response Time – The response time must be within two (2) seconds 95% of the time and under ten (10) seconds for 100% of the time for screen response.</li> <li>• Print Initiation Time – The response time must be within two (2) seconds 95% of the time and under ten (10) seconds 100% of the time-for-print initiations.</li> <li>• Subsequent Page Display Response Time - The movement from viewing one page to viewing the next page within the same document shall not take more than one (1) second 95% of the time and under five (5) seconds for 100% of the time for screen response.</li> <li>• Document Availability - 99.5% of all documents must be available within on average five (5) seconds after imaged.</li> </ul> <p>Note: These response times do not include network latency, which will be measured and reported by DHHS.</p>				
Bidder Comments:					

h) Security/Audit					
47.	The solution must provide role-based security using unique identifiers (IDs), mandatory password standards, and profile or group access assignments. All users must be authenticated when establishing a connection to the solution. Authentication must be based on unique user IDs and must support separation of duties based on roles.				
Bidder Comments:					
48.	The solution shall support protection of confidentiality of all PHI delivered over the Internet or other known open networks via encryption using triple-DES (3DES) or the Advanced Encryption Standard (AES) and an open protocol such as Transport Layer Security (TLS), Secure Sockets Layer (SSL), Internet Protocol Security (IPsec), XML encryptions, or Secure/Multipurpose Internet Mail Extensions(S/MIME) or their successors. Bidder must describe in detail the encryption methodology used.				
Bidder Comments:					
49.	The solution shall use role-based security for access to system features, function, screens, and data access.				
Bidder Comments:					
50.	The solution should support encryption of data at rest for all stored PHI or an equivalent alternative protection mechanism. Bidder must describe in detail compensating controls if data is not encrypted at rest.				
Bidder Comments:					

51.	The solution shall conduct real-time backups in order to comply with HITECH requirements. Backups must be executed without disruption to system performance and without need for user intervention.				
Bidder Comments:					
52.	The solution shall provide the ability for concurrent users to simultaneously view the same record, documentation and or template and maintain data integrity.				
Bidder Comments:					
53.	The solution shall adhere to the principle of "Fail Safe" to ensure that a system in a failed state does not reveal any sensitive information or leave any access controls open for attacks.				
Bidder Comments:					
54.	The solution must have a unique identifier which is not the client/residents SSN.				
Bidder Comments:					
55.	<p>The solution shall comply with Federal, State, and division-specific security requirements including but not limited to:</p> <ul style="list-style-type: none"> <li>• Health Insurance Portability and Accountability Act (HIPAA) of 1996</li> <li>• Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009</li> <li>• Nebraska Electronic Signature Statute <a href="http://www.legislature.ne.gov/laws/statutes.php?statute=86-611">http://www.legislature.ne.gov/laws/statutes.php?statute=86-611</a></li> <li>• Privacy Act of 1974</li> <li>• 45 CFR 85 Security standards for PHI</li> </ul>				
Bidder Comments:					



56.	The solution upon detection of inactivity of an interactive session shall prevent further viewing and access to the solution by that session by terminating the session, or by initiating a session lock that remains in effect until the user reestablishes access using appropriate identification and authentication procedures. The inactivity timeout shall be configurable.				
Bidder Comments:					
57.	The solution, prior to access to any PHI, shall display a configurable warning or login banner (e.g. "The solution should only be accessed by authorized users"). In the event that a solution does not support pre-login capabilities, the solution shall display the banner immediately following authorization.				
Bidder Comments:					
58.	The solution shall contain verification mechanisms that are capable of authenticating authority for the use or disclosure requested				
Bidder Comments:					
59.	The solution shall alert staff authorities identified by DHHS of potential violations of privacy safeguards				
Bidder Comments:					
60.	The solution must detect and prevent hacking, intrusion, and other unauthorized use of system resources.				
Bidder Comments:					
61.	The solution must provide procedures for guarding, monitoring and detecting malicious software, update virus blocking daily to aggressively monitor and protect against viruses				

Bidder Comments:					
62.	When acces to a users's account is restricted, the solution shall provide a means for appropriately authorized users to obtain access for emergency situations defined by DHHS				
Bidder Comments:					
63.	The solution must audit/track all activity specific to each user and process, including at a minimum date and time of last login, invalid login attempts, system errors, and all transaction activities, including inquiry.				
Bidder Comments:					
64.	The solution must monitor system activity and log and examine system activity in accordance with audit policies and procedures adopted by DHHS.				
Bidder Comments:					
65.	The solution must preserve and report specified audit data designated by DHHS when potential security violations or data compromises are detected.				
Bidder Comments:					
66.	The solution should recognize confidential and highly sensitive information in reports and views (i.e. PHI and SSN). Restrict distribution and access based upon system security settings and roles. Include warnings on printed and viewed reports.				
Bidder Comments:					

67.	The solution should provide a process for archiving and/or destroying data and sanitizing storage media in conformance with DHHS and Division data governance policies and subject to applicable HIPAA, and federal (e.g., Federal Information Processing Standards (FIPS), National Institutes of Standards and Technology (NIST), and State laws				
Bidder Comments:					
68.	The solution shall enforce password policies for length, character requirements, forced reset intervals, and updates and enforce strong password rules per NITC and IRS requirements.				
Bidder Comments:					
69.	The solution shall support the use of Multi-factor authentication				
Bidder Comments:					
70.	The solution must prevent the creation of duplicate user accounts.				
Bidder Comments:					
71.	The solution must provide the capability to identify and report on inappropriate access to information in the system, based on user defined criteria.				
Bidder Comments:					
72.	The solution must provide the capability to monitor events on the information system, detect attacks, and provide identification of unauthorized use of the system.				
Bidder Comments:					
73.	Have defined and deployed strong controls (including access and query rights) to prevent any data misuse, such as fraud, marketing or other purposes				

Bidder Comments:					
74.	<p>The solution shall maintain a record (e.g. audit trail) of all additions, changes and deletions made to data in the system. This should be readily searchable by user ID or client ID. This must include but is not limited to:</p> <ul style="list-style-type: none"> <li>• The user ID of the person who made the change</li> <li>• The date and time of the change</li> <li>• The physical, software/hardware and/or network location of the person while making the change</li> <li>• The information that was changed</li> <li>• The outcome of the event</li> <li>• The data before and after it was changed, and which screens were accessed and used</li> </ul>				
Bidder Comments:					
75.	<p>The solution shall support logging to a common audit engine using the schema and transports specified by DHHS. The solution shall be able to export logs into text format in such a manner as to allow correlation based on time (e.g. Coordinated Universal Time [UTC] synchronization).</p>				
Bidder Comments:					
76.	<p>The solution shall support removal of a users privileges without deleting the user from the solution to ensure history of user's identity and actions.</p>				
Bidder Comments:					
77.	<p>The solution shall comply with the Office of the National Coordinator's Nationwide Privacy and Security Framework for Electronic Exchange of Individually Identifiable Health Information.</p>				

Bidder Comments:					
78.	The solution shall provide the ability to maintain a directory of all personnel who currently use or access the system.				
Bidder Comments:					
79.	The solution shall be configurable to prevent corruption or loss of data already entered into the solution in the event of failure.				
Bidder Comments:					

## Attachment 3

Department of Health & Human Services



### BUSINESS ASSOCIATE AGREEMENT

**THIS BUSINESS ASSOCIATE AGREEMENT** is made and entered into this \_\_\_day of \_\_\_\_ Month, \_\_\_\_Year by and between the Nebraska Department of Health and Human Services also hereinafter referred to as “Covered Entity” and **Name of Business Associate Here**, hereinafter also referred to as “Business Associate”.

#### Preamble

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”) constitutes a non-exclusive agreement between Covered Entity, and the Business Associate named above. The purpose of this Agreement is to authorize the Business Associate to use and disclose to specifically identified entities Protected Health Information as more fully described in this Agreement and in the attached Scope-of-Work.

The Covered Entity and Business Associate, have entered into this Agreement to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Final Privacy and Security Rule requirements for such an agreement.

The Covered Entity and Business Associate intend to protect and provide for the security of Protected Health Information disclosed to a Business Associate pursuant to the contract in compliance with HIPAA, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.

This Agreement also defines our duty to protect the confidentiality and integrity of Protected Health Information as required by the HIPAA regulations, Covered Entity policy, professional ethics, and accreditation requirements. Parties executing this Agreement understand that they mutually agree to comply with the provisions of the regulations implementing HIPAA.

The Covered Entity and the Business Associate may be parties to existing contracts that involve duties and obligations regulated by HIPAA and may enter into other such contracts in the future. This Agreement is intended to amend all such existing contracts and to be incorporated into all such future contracts between the parties.

The purpose of the Scope-of-Work Attachment is to identify specific requirements in such contracts for the safeguarding of Protected Health information and to identify any procedures necessary to the work performed on behalf of the Covered Entity by the Business Associate that is unique to its operation involving the use and disclosure of Protected Health Information.

**This Agreement will have, at a minimum, the following attachments:**

- Scope-of-Work Attachment;

**This Agreement may include the following attachments:**

- If this Agreement involves the use of Electronic Transactions regulated by HIPAA, 45 CFR Parts 160 and 162, then a Trading Partner Attachment must be included to facilitate the provision of billing, processing, collecting, modifying or transferring of Protected Health Information in agreed formats and to assure that such uses and disclosures comply with relevant laws, regulations and standards.
  - Other attachments as appropriate and mutually agreed between the parties.
- 

**NOW THEREFORE, the parties intending to be legally bound agree to the following General Conditions:**

**I. Definitions** As used in this Agreement the terms below shall have the following meanings: The following terms used in this Agreement shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

1. **Business Associate:** Business Associate shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party in this Agreement, shall mean [Insert Name of Business Associate].
2. **Covered Entity:** Covered Entity shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this Agreement, shall mean DHHS.
3. **HIPAA Rules:** HIPAA Rule shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

**II Performance**

1. The specific work that is performed by the Business Associate on behalf of the Covered Entity involving the minimum necessary use and disclosure of Protected Health Information for the performance of this Agreement is presented in the attached “Scope-of-Work”.
2. The Scope-of-Work identifies, defines and delineates the Covered Entity and Business Associate’s contracted performance responsibilities in this Agreement, existing contracts or any future contract that involves the Business Associate’s use and disclosure of Protected Health Information (as identified within existing or future contracts) while performing a function on behalf of the Covered Entity.

3. The specific functions of performance and the authorized individuals or subcontractors is presumed to be identified within this Agreement, existing contracts or any future contract. Existing or future associated contract deliverables are considered unique and applicable to this Agreement's performance.
4. Based upon the written assurances specified in Section IV of this Agreement, the performance of work under this Agreement, existing and future contracts is considered to be in compliance with the HIPAA regulations regarding use, disclosure and safeguarding of the Protected Health Information involved in the performance of work in this Agreement and any associated contracts.

### **III. Notices.**

1. Written notices to the Covered Entity concerning performance of this Agreement, or amendments shall be sent through U.S. Postal Service, First Class Mail, pre-paid, to the attention of:
  - 1.1 Contact: **Name of Contact Here**
2. Written notices to the Business Associate concerning performance of this Agreement, or amendments shall be sent through U.S. Postal Service, First Class Mail, pre-paid, to the attention of:
  - 2.1 Contact: **Name of Contact Here**
3. When either party changes the contact or the contact's address, they shall give the other party written notice of the change.
4. Notices shall be deemed received within three days after the date of mailing.

### **IV. HITECH Act**

#### Business Associate – HITECH Section 13408

The HITECH Act requires that each entity that provides data transmission of protected health information to a covered entity and requires access on a routine basis shall be treated as a business associate and required to have a written contract.

#### Security Rule Duties HITECH Section 13401(a)

The HITECH Act requires that a business associate of a covered entity is required to comply with the HIPAA Security Rules including policies and procedures. If the business associate violates any of the Security Rules, the business associate may be subject to the HIPAA civil and criminal penalties.

#### Privacy Rules Duties HITECH Section 13404(a)

The HITECH Act requires that business associates use or disclose protected health information only if such use or disclosure is consistent with the terms of the business associate agreement between the entity and the business associate. If a business associate violates a Business Associate Agreement with respect to the new privacy requirement, the business associate may be subject to the same HIPAA civil and criminal penalties previously only applicable to covered entities.

#### Cure a Breach HITECH Section 13404(b)



The HITECH Act requires that a business associate take reasonable steps to cure breach of, or terminate, a business associate agreement if it becomes aware of a pattern of activity or practice by a covered entity that violates the agreement. The business associate may be liable for civil and or criminal penalties under HIPAA.

#### Breaches Treated as Discovered HITECH Section 13402(c)

A breach shall be treated as discovered by a covered entity or by a business associate as of the first day on which the breach is known.

#### Notification in the Case of a Breach HITECH Section 13402

A covered entity that accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses unsecured protected health information (as defined in subsection (h) (1)) shall, in the case of a breach of such information that is discovered by the covered entity, notify each individual whose unsecured protected health information has been, or is reasonably believed by the covered entity to have been, accessed, acquired, or disclosed as a result of such breach. Notifications shall be made no later than 60 days after the discovery of a breach. 13402(b) a business associate of a covered entity that accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses, or discloses unsecured protected health information shall, following the discovery of a breach of such information, notify to the covered entity of such breach.

#### Civil and Criminal Penalties Tiers of Penalties

The HITECH Act specifies that business associates will be subject to the same civil and criminal penalties previously only imposed on covered entities. As amended by the HITECH Act, civil penalties range from \$100 to \$50,000 per violation, with caps of \$1,500,000 for all violations of a single requirement in a calendar year. The amount of the civil penalty imposed will vary depending on whether the violation was not knowing, due to reasonable cause, or due to willful neglect. Criminal penalties include fines up to \$50,000 and imprisonment for up to one year. In some instances, fines are mandatory.

### **V. Special Provisions to General Conditions:**

#### **1. Assurance of the Confidential Use and Disclosure of Protected Health Information.**

- 1.1 Use of Protected Health Information. Business Associate shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law. Business Associate may use Protected Health Information for the purposes of managing its internal business processes relating to its functions and performance under this Agreement.
- 1.2 Business Associate shall use appropriate safeguards to prevent unauthorized use or disclosure of Protected Health Information, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of Protected Health Information other than as provided for by the Agreement. Failure to comply could result in civil and criminal penalties.
- 1.3 To the extent the Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the

requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

## **2. Permitted Uses and Disclosures**

- 2.1 Covered Entity authorizes the use and disclosure of Protected Health Information by the Business Associate as follows:
  - 2.1.1 To identified individuals and entities: Business Associate's employees, agents and subcontractors associated with the performance of this specific Agreement and other existing or future contracts involving the use and disclosure of Protected Health Information that are deemed minimally necessary to perform the work as identified in the attached Scope-of-Work; and,
  - 2.1.2 For the purposes of: Business Associate's performance of work on behalf of the Covered Entity as specified in this Agreement and any existing or future contracts of this Agreement's attached Scope-of-Work.
- 2.2 Disclosure to Third Parties. Business Associate shall ensure that any of its agents and subcontractors that, create, receive, maintain, or transmit Protected Health Information received from Covered Entity (or created by or received from the Business Associate on behalf of Covered Entity) agree in writing to the same restrictions, and conditions relating to the, confidentiality, care, custody, and minimum use of Protected Health Information that apply to Business Associate in this Agreement by providing satisfactory assurances in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2).
- 2.3 Disclosure to the Workforce. Business Associate shall not disclose Protected Health Information to any member of its workforce except to those persons who have been authorized access to this information.
- 2.4 Disclosure and Confidentiality. Business Associate may maintain a confidentiality agreement with the individuals of its workforce, who have access to Protected Health Information. This confidentiality agreement should be substantially similar to the sample Authorized Workforce Confidentiality Agreement included as Exhibit "A" to this Agreement.
- 2.5 Minimum Necessary Standard. Pursuant to 45 CFR §164.502(b); §164.514(d): The Business Associate shall make reasonable efforts to limit the use and disclosure of Protected Health Information to the minimum necessary to accomplish the intended purpose of the use or disclosure. The Business Associate must limit access to those persons within its workforce, agents or subcontractors who are authorized and need the information in order to carry out their duties, and provide access only to the category of information that is required.
- 2.6 The Business Associate is authorized to use Protected Health Information to de-identify the information in accordance with 45 CFR 164.514(a)-(c).
- 2.7 The Business Associate shall obtain reasonable assurances from the person to whom the information is disclosed that the information will remain confidential

and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached.

- 2.8 A violation of this Agreement may result in civil and criminal penalties to the Business Associate.

**3. Assurance of Reasonable Safeguards of Protected Health Information.**

- 3.1 Safeguards. Business Associate shall implement and maintain appropriate administrative, physical and technical safeguards to prevent access to and the use and disclosure of Protected Health Information, other than as provided for in this Agreement. The Business Associate agrees to assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement and maintain reasonable security measures.

**4. Assurance of Accounting for Disclosures of Protected Health Information.**

- 4.1 Accounting for Protected Health Information Disclosures. Business Associate shall maintain an accounting of disclosures of Protected Health Information as required by the HIPAA regulations.
- 4.2 Disclosure to the U.S. Department of Health and Human Services (USDHHS). Business Associate shall make its internal practices, books and records relating to the use and disclosure of Protected Health Information received from Covered Entity (or created or received by Business Associate on behalf of Covered Entity) available to the Secretary of USDHHS or its designee for purposes of determining Covered Entity's compliance with HIPAA and with the Privacy and Security regulations. Business Associate shall provide Covered Entity with copies of any information it has made available to USDHHS under this section of this Agreement.

**5. Assurance for the Reporting and Remediation of Known Unauthorized Use and Disclosure of Protected Health Information.**

- 5.1 Reporting of unauthorized use, disclosures, or breach and remediation of risk conditions. Business Associate shall report to Covered Entity within fifteen (15) days from when it becomes aware of, any unauthorized use or disclosure of Protected Health Information made in violation of this Agreement or the HIPAA regulations, including any security incident that may put electronic Protected Health Information at risk. Business Associate shall, as instructed by Covered Entity, take immediate steps to mitigate any harmful effect of such unauthorized disclosure of Protected Health Information pursuant to the conditions of this Agreement through the preparation and completion of a written Corrective Action Plan subject to the review and approval by the Covered Entity. The Business Associate shall report any breach to the individuals affected and to the Secretary of USDHHS as required by the HIPAA regulations.

**6. Assurance of Access and Amendments to Protected Health Information.**

- 6.1 Right of Access. Business Associate shall make an individual's Protected Health Information available to the Covered Entity, an individual, or an individual's designee within fifteen (15) days of notice under this Agreement.
- 6.2 Right of Amendment. Business Associate shall make an individual's Protected Health Information available to the Covered Entity for amendment and correction within fifteen (15) days of notice under this Agreement, and shall incorporate any amendments or corrections to Protected Health Information within fifteen (15) days of notice under this Agreement that such amendments or corrections are approved.

## **7. Termination and Duties Upon Termination.**

- 7.1 Termination. Covered Entity may immediately terminate this Agreement and any and all associated Agreements identified in the Scope of Work if Covered Entity determines that the Business Associate has violated a material term of a performance condition of this Agreement.
- 7.2 Covered Entity, at its sole discretion, may choose to issue a plan of correction to the Business Associate to set the conditions for remediation of any material breach of performance in an effort to mitigate the cause for breach or consequent termination. The plan of correction issued by the Covered Entity under this subsection shall supercede the provisions of any Corrective Action Plan prepared by the Business Associate that are in conflict.
- 7.3 This Agreement may be terminated by either party with not less than fifteen (15) days prior written notice to the other party, which notice shall specify the effective date of the termination; provided whenever a notice provision for termination in any associated Agreement identified in the Scope of Work specifies a longer notice period for termination, the longer period shall apply; provided further that any termination of this Agreement shall not affect the respective obligations or rights of the parties arising under any existing contracts or otherwise under this Agreement before the effective date of termination.
- 7.4 Within thirty (30) days of expiration or termination of this Agreement, or as agreed, unless Business Associate requests and Covered Entity authorizes a longer period of time, Business Associate shall return or at the written direction of the Covered Entity destroy all Protected Health Information received from Covered Entity (or created or received by Business Associate on behalf of Covered Entity) that Business Associate still maintains in any form and retain no copies of such Protected Health Information. Business Associate shall provide a written certification to the Covered Entity that all such Protected Health Information has been returned or destroyed (if so instructed), whichever is deemed appropriate. If such return or destruction is determined by the Covered Entity to be infeasible, Business Associate shall use such Protected Health Information only for purposes that makes such return or destruction infeasible and the provisions of this Agreement shall survive with respect to such Protected Health Information.
- 7.5 Upon termination of this agreement for cause of violation of the performance conditions of this Agreement, or the HIPAA Privacy Rule standards for use and

disclosure, all associated existing contracts as identified or referred to in the Scope of Work Attachment are deemed terminated, except as provided in 45 CFR 164.504(e)(1)(ii)(B).

7.6 The obligations of the Business Associate under this Section shall survive the termination of this Agreement.

## **8. Amendment.**

8.1 Upon the enactment of any law or regulation affecting the use or disclosure of Protected Health Information required by the HIPAA regulations, or the publication of any decision of a court of the United States or of the State of Nebraska relating to any such law, or the publication of any interpretive policy or opinion of any governmental agency charged with the enforcement of any such law or regulation, Covered Entity may provide written notice to the Business Associate to amend this Agreement in such a manner as Covered Entity determines necessary to comply with such law or regulation. If Business Associate disagrees with any such amendment, it shall so notify Covered Entity in writing within fifteen (15) days of Covered Entity's notice. If the parties are unable to agree on an amendment within fifteen (15) days thereafter, either of them may terminate this Agreement by reasonable written notice to the other.

## **9. Term of the Agreement.**

9.1 The date of this Agreement is \_\_\_\_\_, upon the signature of both parties, and continue for the longest applicable period, as follows:

9.1.1 If this Agreement is attached to any existing contract through an amendment process, then the term of the Agreement shall coincide with the term of the existing contract.

9.1.2 If this Agreement is attached to and incorporated into any renegotiated existing contract, or new contract as identified within the Scope-of-Work Attachment to this Agreement, then the term of the Agreement shall coincide with the term of the renewed contract or the new contract.

9.1.3 If this Agreement is not attached to or incorporated into any other contract between the Covered Entity and the Business Associate, then the term of the Agreement shall be from the commencement date for a period of five (5) years.

## **10. Hold Harmless.**

10.1 Business Associate agrees to hold the Covered Entity harmless for all loss or damage sustained by any person as a direct result of the negligent or willful acts by the Business Associate, its employees or agents in the performance of this Agreement, including all associated costs of defending any action.

**11. Execution.**

EACH PARTY has caused this Agreement to be properly executed on its behalf as of the date signed.

**For: DHHS Covered Entity**

**For: Contractor/ Business Associate**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_



**HIPAA/HITECH Business Associate Agreement  
SCOPE-OF-WORK ATTACHMENT**

THIS Scope-of-Work ATTACHMENT supplements and is incorporated into, and considered part of the Business Associate Agreement (herein referred to as (“Agreement”) by and between the Nebraska Department of Health and Human Services consisting of the agencies of Division of Public Health, Division of Behavioral Health, Division of Children and Family Services, Division of Medicaid & Long Term Care, Division of Developmental Disabilities, Division of Veteran’s Homes and represented herein collectively or singularly as the “Department of Health and Human Services” (DHHS also hereinafter referred to as “Covered Entity”), and **Name and address of Business here**, (hereinafter also referred to as “Business Associate”).

**I. GENERAL CONDITIONS**

1. Covered Entity agrees to provide the following:
  - 1.1 Covered Entity will provide technical assistance directly to assist Business Associate with the use of any electronic formats for the transmission of Protected Health Information, such as magnetic tape. Covered Entity will provide advance notice whenever possible before making changes to the format or to the codes used in information processing.
2. Business Associate agrees to the following:
  - 2.1 The Business Associate must adhere to all relevant confidentiality and privacy laws, regulations, and contractual provisions as provided within the Agreement.
  - 2.2 The Business Associate shall have in place reasonable administrative, technical, and physical safeguards to ensure security and confidentiality of Protected Health Information.
  - 2.3 A Corrective Action Plan (CAP) will be developed by the Business Associate to address and remediate any condition of contractual non-performance.

**II. SPECIAL PROVISIONS TO GENERAL CONDITIONS**

**This Scope-of-Work Attachment amends any contract between the parties listed in this attachment and all other existing contracts between the parties that involve the performance of work on behalf of the Covered Entity and that involve the processing, handling, use or disclosure of Protected Health Information. This Scope-of-Work Attachment shall also incorporate the provisions of the Agreement and this Attachment into all renewals of such existing contracts and into all new contracts between the parties that involve performance of work on behalf of the Covered Entity and that involve the processing, handling, use or disclosure of Protected Health Information.**

[Specifics to be included in this Scope of Work Attachment are:]

- **Scope of Work description.**
- **Contract Number, if available.**
- Specific information required if this Scope of Work applies to the Agreement as a distinct standalone instrument. This information identifies:
  1. The Protected Health Information to be used or disclosed during the term of this Agreement;
  2. The authorized individuals or entities that are associated with the performance of this Agreement;
  3. The permitted uses and disclosures of Protected Health Information allowed during the term of this Agreement.
  4. The description of the administrative, physical and technical security safeguards used to prevent use or disclosure of the Protected Health Information other than as provided for during the term of this Agreement.



**Attachment 4  
Cost Proposal  
Long Term Care Electronic Health Record  
Request for Proposal Number 5135 Z1**

Deliverable Cost Breakdown: Please indicate total fixed price for each Deliverable category. If desired, the bidder may breakdown each category in more detail. The deliverables will be paid as fixed payments upon completion and acceptance of tasks contained in the deliverable. All costs necessary to satisfy the requirements of this RPF, including labor as well as non-labor associated costs, must be included in the pricing listed on this form.

The payment schedule for the project is tied to fixed lump sum payments for the completion and acceptance of related deliverables, and subsequent Software as a Service monthly payments after implementation of the Long Term Care Electronic Health Record. No invoice will be approved unless the associated deliverables have been approved.

<b>Deliverables</b>	<b>Cost</b>
Project Management Plan (10% of Total Cost of Deliverables)	
Data Migration Plan (10% of Total Cost of Deliverables)	
Initial System Configuration (10% of Total Cost of Deliverables)	
Data Migration Complete (10% of Total Cost of Deliverables)	
User Training (15% of Total Cost of Deliverables)	
User Acceptance Testing (15% of Total Cost of Deliverables)	
Go-Live (30% of Total Cost of Deliverables)	
<b>TOTAL COST of DELIVERABLES</b>	
Other Costs (during first 4 years)	Cost
Any other Hardware Costs: Please provide detail of any Hardware Costs	_____ total
Any other Software Costs not included in base product license (licensing, maintenance, support)	_____ total
Any other Costs: Please provide detailed breakout of any additional costs.	_____ total
Monthly Software Service Cost, for Initial Contract Period. *	_____ # months
	_____ per month
	_____ Total

\* For Annual Software Service Costs, please note if these start before or after planned implementation. If after planned implementation for Contract Year 1 indicate only the partial year costs for software service after implementation based on the submitted implementation timeline.

	Summary by Contract Year	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4
1	Deliverables				
2	Hardware, Software, Other Costs				
3	Annual Software Service Costs				

### Optional Renewal Periods

	Costs
Optional First Renewal Period - Monthly Software Service (Years 5-6)	_____ monthly _____ Total
Optional Second Renewal Period - Monthly Software Service (Years 7-8)	_____ monthly _____ Total
Optional Third Renewal Period - Monthly Software Service (Years 9-10)	_____ monthly _____ Total

### Optional Service Cost

Provide the hourly rate for additional consulting services for new time and materials projects that fall within the scope of this RFP that might be requested by DHHS. There is no guarantee regarding the number of hours that might be used.

The bidder must list each role/title and provide an hourly rate. All travel expenses must be included in the rate.

Pricing for Additional Services		Initial Contract Period Hourly Rate	Optional Renewal Year One Hourly Rate	Optional Renewal Year Two Hourly Rate	Optional Renewal Year Three Hourly Rate
Role/Title					
1.		\$	\$	\$	\$
2.		\$	\$	\$	\$
3.		\$	\$	\$	\$
4.		\$	\$	\$	\$
5.		\$	\$	\$	\$
6.		\$	\$	\$	\$
7.		\$	\$	\$	\$

Bidders may add additional lines as needed.

FIRM: \_\_\_\_\_  
**Signature**