Netsmart

Prepared for:

State of Nebraska Department of Health and Human Services

Response to Request for Proposal for Services Contract

December 05, 2025

Contact:
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11100 Nall Avenue
Overland Park, KS 66211
800.842.1973

Netsmart

December 5, 2025

Bradley Murphy, Procurement Contracts Officer
DHHS Office of Procurement and Grants
301 Centennial Mall South, 5th Floor
Lincoln, NE 68509

Mr. Bradley Murphy:

Netsmart appreciates being included in the State of Nebraska Department of Health and Human Services' (Nebraska DHHS) RFP process for a fully functional and operational web-based COTS vital records registration and issuance system that directly aligns with state and federal guidelines to collect vital records, statistical data and other data points needed for federal reporting and evaluation purposes.

Netsmart is a long-standing supplier of enterprise vital records solutions (VRS), with over 30 years of experience delivering multi-event VRS to a broad spectrum of states. We are confident the Netsmart COTS solution, myVRS, will meet your current needs and also grow and adapt to your organization. This new version of Netsmart's VRS is designed to foster improved system efficiencies, reliability, interoperability, and scalability to meet your organization's requirements.

Netsmart's VRS clients share many of the same requirements as described in this RFP. Our VRS community matures and expands as each new client engagement adds functionality, experience, and value to our offering; the entire client base continues to benefit from this growth. While we are proud of our efforts, we are the first to acknowledge that one of our greatest strengths is the value of the user community and the feedback they provide Netsmart with in helping us improve our platform, services, and support.

Netsmart is proud of the partnership it has with Nebraska DHHS and looks forward to strengthening the relationship with an updated VRS system, hosted by Netsmart, with HL7 and FHIR capabilities. We are confident our solution will meet the needs for birth, death, marriage, dissolution of marriage, fetal death and induced termination of pregnancy, and any other events or case management needs that may arise. The Netsmart team continues to gain experience through professional training and certifications, through project experience and from our clients. For example, in recent years, Netsmart associates have taken part in every major vital records software industry initiative. Our clients, working with Netsmart, have been at the forefront of EVVE, STEVE, VIEWS,OVS, OVS 2, NCHS 2003 compliance, NAPHSIS use case compliance, integration with electronic health records (EHR), and mobile touch apps for mobile users.

We have every confidence that our solutions can meet your strategic goals and your business requirements today and in the future. We look forward to demonstrating myVRS for Nebraska DHHS Please contact Jeff Matthews, Senior Client Alignment Executive, with questions at (913) 271-1333 or jmatthews@ntst.com or DL_PublicSector_RFP_Contact@ntst.com.

Sincerely,

Kevin Kaufman, Chief Financial Officer
Netsmart

This proposal is valid for 120 days from the proposal submission date of December 5, 2025.

Table of Contents

1. CORPORATE OVERVIEW

The Corporate Overview section of the solicitation response should consist of the following subdivisions:

a. **BIDDER IDENTIFICATION AND INFORMATION**
    The bidder should 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.

    Netsmart Technologies, Inc.

    11100 Nall Ave., Overland Park, KS 66211

    Netsmart is a privately held C-Corporation. Netsmart is incorporated in the State of Delaware (County of New Castle).

    Netsmart has served the health and human services community and its customers since 1968.

b. **FINANCIAL STATEMENTS**
    The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should 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, should be submitted in such a manner that solicitation evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should 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.

    Please see *Netsmart 2023-2024 Consolidated Financial Statements* in the Attachments section.

    Banking Reference:
    Wells Fargo Bank, NA
    1700 Lincoln Street, 8*th* Floor
    Denver, CO 80203
    Contact: Kristina Connolly
    Email: kristina.e.connolly@wellsfargo.com
    Phone: 303-863-4545

    From time to time, we are involved in litigation or disputes which are incidental to our business. However, no litigation to which we are currently a party is likely to have a material adverse effect on our business.

    Netsmart acknowledges that 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 solicitation response due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded bidder(s) will require notification to the State.

Netsmart does not anticipate a change in ownership or control of the company during the twelve (12) months following the proposal due date.

d. **OFFICE LOCATION**

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

The office location responsible for performance pursuant to an award of a contract with the State of Nebraska is in Overland Park, Kansas.

e. **RELATIONSHIPS WITH THE STATE**

The bidder should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the bidder's solicitation response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

Netsmart has existing contracts with the State of Nebraska Department of Health and Human Services for both Public Health and Behavioral Health. Public Health has used the Netsmart Vital Records solution since 2003. Behavioral Health has used the myAvatar solution since 2003. Public Health currently has a services-only contract with Netsmart, numbered 106823 04, and Behavioral Health has two contracts with Netsmart. The myAvatar contract number is 87980 and the Pharmacy Services hardware contract number is 90232 04.

f. **BIDDER'S EMPLOYEE RELATIONS TO STATE**

If any Party named in the bidder's solicitation response is or was an employee of the State within the past twenty-four (24) 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 subcontractor to the bidder, as of the due date for solicitation response 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 solicitation. If no such relationship exists, so declare.

No such relationship exists or has existed.

g. **CONTRACT PERFORMANCE**

If the bidder or any proposed subcontractor 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 solicitation response 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.

Over the past 50+ years, Netsmart has developed, installed and supported EHRs for a variety of health care communities. A very small number of clients have cancelled a contract prior to its expiration for a variety of reasons such as alleged non-performance, convenience, lack of funding, bankruptcy, etc. In most instances, where reasonably practicable, Netsmart found business solutions to the issue or resolved the dispute amicably. This profile is consistent with established long-standing software solution providers that have been providing solutions across a similar time span.

h. **SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**

The bidder shall provide a summary matrix listing three (3) previously implemented Vital Record Management System projects which are similar to this Solicitation in size, scope, and complexity. Additional projects will not be reviewed or scored. In the matrix the bidder should address the following:

i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Solicitation. These descriptions should include:

  a) **The time period of the project**

  b) **The scheduled and actual completion dates,**

  c) **The bidder'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 should identify whether the work was performed as the prime Vendor or as a subcontractor. If a bidder performed as the prime Vendor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.**

  f) **Whether the system is vendor hosted or web-based.**

ii. Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as subcontractor projects.

iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the bidders above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

Client References	
Reference 1	
Narrative Description to highlight similarities including: a. **Time Period of project** b. **Scheduled and actual completion dates** c. **Bidder's responsibilities**	The State of Florida utilizes Netsmart's Vital Records solution to maintain vital event data and allow interfacing to 3rd party systems and provide access to external users to data for birth, death, marriage, dissolution of marriage, fetal death and ITOP events. The most recent project was for the upgrade to Vital Records NX. The state of Florida started the project in November 2021 and went live with NX July 2024 which was a year earlier than the projected roll out plan. This was done at Florida's request.
d. **Contact information with name, phone, fax and email**	Ken Jones, State Registrar/Bureau Chief Florida Department of Health Bureau of Vital Statistics 904-359-6900, ext. 1001 No Fax ken.jones@flhealth.gov
e. **Work performed as Prime or Sub**	Prime
1. Originally scheduled completion date	June 2025
2. budget	Fixed Fee Project
3. actual completion date	July 2024
4. actual budget	Fixed Fee Project
Reference 2	
Narrative Description to highlight similarities including: a. **Time Period of project** b. **Scheduled and actual completion dates** c. **Bidder's responsibilities**	The State of Nevada utilizes Netsmart's Vital Records solution to maintain vital event data and allow interfacing to 3rd party systems and provide access to external users to data for birth, death, marriage, dissolution of marriage, fetal death and ITOP events. The most recent project was for the upgrade to Vital Records NX. The project started in September 2022, and completed in January 2024. This project was completed as scheduled. Netsmart's team was responsible for design, configuration, testing, training and go-live throughout the entire project.

d. Contact information with name, phone, fax and email	Kelly Sonnemann, Project Manager, OIT PMO Division of Public and Behavioral Health
	Nevada Department of Health and Human Services 775-721-3543
	No Fax
	ksonnemann@health.nv.gov
e. Work performed as Prime or Sub	Prime
1. Originally scheduled completion date	January 2024
2. budget	Fixed Fee Project
3. actual completion date	January 2024
4. actual budget	Fixed Fee Project
Reference 3	
Narrative Description to highlight similarities including: a. **Time Period of project** b. **Scheduled and actual completion dates** c. **Bidder's responsibilities**	The State of Alaska utilizes Netsmart's Vital Records solution to maintain vital event data and allow interfacing to 3rd party systems and provide access to external users to data for birth, dealth, marriage, dissolution of marriage, fetal death and ITOP events. The most recent project was for the upgrade to Vital Records NX. The project started in March, 2023 and is schedule to go live in March, 2025. AK has chosen to delay go-live by 2 months. Netsmart's team was responsible for design, configuration, testing, training and go-live throughout the entire project.
d. Contact information with name, phone, fax and email	Rosa Avila, MSPH, PhD Deputy Chief Health Analytics and Vital Statistics
	Department of Health and Social Services
	Division of Public Health
	907-269-6936
	No Fax rosa.avila@alaska.gov
e. Work performed as Prime or Sub	Prime
1. Originally scheduled completion date	January 2025
2. budget	Fixed Fee Project
3. actual completion date	March 2025

4. actual budget	Fixed Fee Project

i. **SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH**

The bidder shall present a detailed description of its proposed approach to the management of the project. The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Solicitation. The names and titles of the team proposed for assignment to the State project should 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 should 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 Solicitation in addition to assessing the experience of specific individuals. Resumes should not be longer than three (3) pages. Resumes should 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.

Please see *Netsmart Proposed Personnel Resumes* in Attachments.

The project process includes Scope Review sessions that examine the project scope with Netsmart's Solutions Architect, Project Manager, and State of Nebraska Department of Health and Human Services Project Team.

Workflow Assessments are completed during meetings with the Solutions Architect (SA) and State of Nebraska Department of Health and Human Services representatives, which could include a combination of IT analysts, departmental heads and/or key stakeholders from that department. Using the discovery worksheets, the SA will walk the team through the departments/programs to get an understanding of State of Nebraska Department of Health and Human Services high-level business workflow and processes and how they align with Netsmart's recommended practices and the COTS solution. This assessment/discovery process will drive the analysis and design decisions for the solution. Our experience has proven these demonstrations and review sessions are invaluable to the progression of understanding and acceptance and will aim to ensure a high probability of on-time Go-Live activities. The time used for these sessions increases the in-depth knowledge of what the COTS system provides and promotes staying as close to the COTS solution to the extent possible. Netsmart will use the Software Requirement Specification (SRS) documents to document any configuration changes identified for the system. This will be reviewed and consented to by State of Nebraska Department of Health and Human Services before Netsmart performs any tasks related to the SRS document.

j. **SUBCONTRACTORS**

If the bidder intends to subcontract any part of its performance hereunder, the bidder should provide: i. name, address, and telephone number of the subcontractor(s), ii. specific tasks for each subcontractor(s), iii. percentage of performance hours intended for each subcontract; and iv. total percentage of subcontractor(s) performance hours.

Netsmart will not subcontract any part of its solution or services as all solutions are developed, delivered, and supported internally by Netsmart.

2. TECHNICAL RESPONSE

The Technical Response section of the solicitation response shall consist of Part I and Part II and each of the subsections. The requested information should correspond with Section (VI) of the RFP and any related attachments.

Part I

a. Understanding of the project requirements;

A. PROJECT REQUIREMENTS AND INFORMATION

1. Scope of Work

The new system will replace and upgrade the existing Vital Records Management System with modern architecture and efficient solution, enhancing data accuracy, timeliness, and accessibility. This improvement will ultimately enhance the user experience for both external stakeholders and internal staff, all while ensuring compliance with any relevant State and Federal legal and regulatory requirements.

The system will enable Vital Records staff to manage vital event data. It will also offer external users, including hospitals, clinics, funeral directors, physicians, county attorneys, county coroners, and local county registrars, the ability to input data related to birth, death, marriage, dissolution of marriage, fetal death, and ITOP events. Furthermore, the system will support order management and permit designated users to generate certified copies of certificates.

Bidder's proposed solution must fully address the business requirements descriptions, functional specifications, and technical specifications necessary to support the Vital Records Unit, encompassing hardware, operational processes, and certificate printing. Additionally, this project encompasses the integration, interfaces, and data sharing with State and Federal information systems. For the purposes of efficiency, usability and standard maintenance and operations, the State will accept solutions consisting of ready-made software products that do not require major modifications but support customization to meet the functional specifications as outlined in Attachment 1 – Functional Specifications.

Other potential services to be performed as a part of the Scope of Work

Vendor to be responsive to requests from the State of Nebraska in making any and all necessary applicable modifications to the system due to any modified or newly enacted Federal or State statutory or regulatory requirements. Such changes before, during, or following implementation shall be offered at no charge to the State of Nebraska for up to 160 Contractor (Vendor) hours annually. Any additional hours, beyond 160, accrued annually for modifications to the system due to any changes in applicable Federal or State regulatory requirements shall be billed at the appropriate rates as outlined in Part IV – Optional Services Miscellaneous Enhancements in the Cost Sheet.

Project Scope

As the incumbent vendor for Nebraska's Vital Records Management System, Netsmart brings a deep understanding of the State's operational environment, existing workflows, and challenges that have emerged over time. The State's primary objective is to replace and upgrade the current system with a modern, cloud-based architecture that improves usability, performance, and compliance while ensuring data accuracy, timeliness, and accessibility.

The scope of this project is comprehensive and strategic. It includes:

Modernization of Core Vital Records Functions

The proposed system will replace and update the current Vital Records Management System and, at a minimum, include the following modules:

- **Birth**
- **Death**
- **Marriage**
- **Dissolution of Marriage**
- **Fetal Death**
- **Induced Termination of Pregnancy (ITOP)**
- **Order Management**

Key capabilities:

- Support for registration, maintenance, and certified copy issuance for all vital events.
- Robust order management functionality for internal staff and authorized external users.

Enhanced User Experience

- Deliver an intuitive, efficient interface for internal staff and external stakeholders such as hospitals, clinics, funeral directors, physicians, coroners, county attorneys, and local registrars.
- Provide secure, role-based access for data entry and retrieval.
- Enable specified users to print certified copies of certificates.

Integration and Interoperability

- Seamless data exchange with State and Federal systems using secure, standards-based APIs (e.g., FHIR).
- Proven interoperability with healthcare entities and EHR systems, leveraging Netsmart's existing connections to over 150,000 endpoints.

Data Migration and Hosting

- Migrate approximately **10,000,000 existing records** from SQL with ongoing daily increases.
- Help ensure all data, systems, and cloud hosting environments remain **within U.S. jurisdiction** for compliance and security.
- No data shall be transferred, processed, or stored outside U.S. jurisdiction.

Compliance and Adaptability

- Built-in adherence to State and Federal legal and regulatory requirements.
- Commitment to support statutory or regulatory changes at no cost for up to **160 vendor hours annually**, with additional hours available under optional services.

Operational Efficiency and Future-Proofing

- Leverage OCR for application data entry and digital vital records.
- Incorporate advanced fraud detection, cloud-native scalability, and adaptive mobile workflow.
- Provide a configurable, commercial off-the-shelf (COTS) solution that minimizes redevelopment while supporting customization.

Implementation Approach

Netsmart's **myVRS platform** represents a clean, modern deployment that retains the strengths of the existing system while eliminating legacy constraints. Our **Fastpack approach** accelerates implementation by starting with a pre-configured solution aligned with federal standards (NCHS, SSA, OVS, VIEWS, EDRS FHIR, MDI FHIR, NAPHSIS) and proven workflows from other states. This helps ensure Nebraska benefits from best practices, rapid deployment, and a future-ready platform.

2. Project Environment

    a. **The current Vital Records Management System has been in place for roughly fifteen (15) years and is considered a hybrid system, which has both cloud-based and on-premises components and is hosted internally.**

    b. **The project will include data and file migration from the current system to the vendor's system. There is a possibility that data has not been recorded in the current system in the way that the new vendor system requires. The State's project team will rely on the vendor to explain the data tables and structure within the new system to ensure the level of data accuracy that is needed for this project is attained.**

    c. **All data (existing and new) must comply with and meet or exceed the State and the National Vital Statistics System (NVSS) data standard requirements https://www.cdc.gov/nchs/nvss/index.htm.**

    d. **A State project team is in place and will be assisting this effort throughout the entire project lifecycle. The team is composed of a project manager, business analyst, project sponsors, executive sponsors, and key members of the Vital Records Unit.**

    e. **The Vital Records Unit has a breadth of knowledge in their industry and a strong understanding of their current system to be strong partners as appropriate.**

    f. **During the testing phase of the project, the Vital Records Unit and various external users will be conducting multiple rounds of testing.**

As Nebraska's incumbent Vital Records system provider, Netsmart has a deep understanding of the current hybrid architecture and the operational challenges that have emerged over the past 15 years. We recognize the State's goal to transition from an internally hosted, mixed environment to a **fully modern, cloud-based solution** that enhances usability, performance, and compliance.

Understanding the Project Environment

- **Current System**: A hybrid model with both on-premises and cloud components, hosted internally, which limits scalability and requires significant IT overhead.

- **Data Migration**: Approximately 10 million records in SQL, plus associated files, will need to be migrated. We understand that data normalization and mapping will be critical, and Netsmart will provide detailed documentation and guidance on myVRS data structures to help ensure accuracy.

- **Compliance**: All data must meet or exceed State and NVSS standards. Netsmart's myVRS platform is pre-configured to align with these requirements and supports federal standards out of the box.

- **Collaboration**: A dedicated State project team will partner with us throughout the lifecycle. Netsmart's proven implementation methodology includes joint planning, iterative testing, and transparent communication.

- **Testing**: Multiple rounds of testing with internal staff and external stakeholders are anticipated. Netsmart will provide robust test environments, scripts, and support to help ensure smooth validation.

Benefits of Netsmart's Hosted Solution (myVRS)

- **Modern Architecture**
  - Fully cloud-based, eliminating reliance on internal hosting and reducing IT overhead.
  - Scalable infrastructure to handle growing transaction volumes and seasonal demand spikes.

- **Operational Efficiency**
  - Streamlined workflows for entry, validation, registration, and issuance of vital records.
  - Digital vital records for secure, convenient citizen access.

- **Interoperability**
  - Standards-based APIs (FHIR) for integration with hospitals, coroners, and federal systems.
  - Proven connectivity with over 150,000 healthcare entities and EHRs.

- **Compliance and Security**
  - Meets NVSS and State requirements for data standards and privacy.
  - Role-based access controls for internal and external users.
  - U.S.-based hosting for all data and environments.

- **Adaptability**
  - Configurable COTS solution that supports customization without major redevelopment.
  - Ability for agencies to make field edits and workflow changes without vendor intervention.
  - Commitment to regulatory updates at no cost for up to 160 hours annually.

3. Business Requirements Descriptions

Business requirements descriptions define "what" needs to be done (goal) and "why" it is important. Attachment 1 - Functional Specifications define "how" the system/person/process needs to behave to achieve the goal. Requirements can be divided into multiple categories depending on their source, attributes, or execution process.

The following is a list of business requirement categories:

GENERAL: A comprehensive and user-friendly application that supports vital record management, data validation, real-time processing, compliance with state and federal guidelines, and role-based access to improve customer service, increase efficiency, reduce costs, and enhance security.

USERS: A robust and secure user management system that ensures authorized access to sensitive data, protects against unauthorized access and data breaches, and supports efficient user onboarding, authentication, and profile management.

SYSTEM ADMIN: A secure and centralized administrative interface that provides authorized users with granular control over user roles, data management, and system configurations, ensuring efficient administration and maintaining data integrity.

AUDIT LOGS: A comprehensive auditing and logging system that maintains a detailed record of user activities, data modifications, system changes, and document control to ensure data integrity, traceability, regulatory compliance, and support data analysis.

ALL MODULES: A thorough and intuitive data management solution that empowers users to efficiently manage, validate, and process records and orders, securely handle electronic signatures and communications, ensure data integrity and regulatory compliance, and streamline workflow management for enhanced operational efficiency and decision-making capabilities.

ALL VITAL EVENT REGISTRATION MODULES: A comprehensive and robust vital event registration and management system that adheres to NCHS standards and ensures data integrity, accuracy, and regulatory compliance throughout the entire vital event lifecycle, from recording to registration, processing, and amendments.

ORDER MANAGEMENT MODULE: A robust and user-friendly vital event certificate ordering and management system that facilitates seamless order placement, efficient processing, secure payment handling, and timely delivery of certificates, ensuring data accuracy, transaction security, and streamlined workflow management.

REPORTS: An all-inclusive and flexible reporting and document management system that empowers users to effortlessly create and generate customized reports, configure workflows, and manage letter templates, enabling data-driven decision-making, streamlining document creation processes, and enhancing operational efficiency.

INTEGRATION: A secure, integrated, and user-friendly data management system that streamlines data exchange with external systems, facilitates efficient data import and export, and provides comprehensive data analysis capabilities, ensuring accurate, timely, and secure data access and utilization for vital event registration, processing, reporting, and decision-making purposes.

ANALYTICS TOOL: An integrated and powerful data analytics tool that empowers users to identify data duplication, discrepancies, anomalies, patterns, and trends within vital event data, enabling data-driven decision-making, enhanced data quality, and improved operational efficiency.

HELP: A comprehensive contextual user assistance system that provides seamless user onboarding, effective troubleshooting, and enhanced overall user experience by offering integrated online help, tutorials, and documentation tailored to specific user roles, tasks, and contexts.

Approach to Business Requirements and Project Methodology

Netsmart understands that Nebraska's business requirements define **what needs to be achieved and why it matters**, while functional specifications outline **how the system must behave** to meet those goals. As the incumbent vendor with deep domain expertise, we approach these requirements using a **structured and disciplined implementation methodology** that ensures alignment, compliance, and operational efficiency.

Our Implementation Framework: Plexus™ Foundation

Netsmart's branded methodology, **Plexus™ Foundation**, is based on the nationally recognized **Project Management Institute (PMI) standards** and the **Project Management Body of Knowledge (PMBOK)**. This approach minimizes project risk and helps ensure timely delivery without disrupting the quality of services Nebraska provides.

Key Features of Plexus™ Foundation:

- **Repeatable, Proven Process**: Designed for large-scale statewide implementations.

- **Four Phases**:
    - o **Initiation** – Project planning, scope confirmation, and stakeholder alignment.
    - o **Configuration** – System setup, workflow design, and data migration planning.

- o **Validation** – Testing, quality assurance, and user acceptance.
  - o **Adoption** – Training, go-live, and post-implementation support.
- **Nine Project Events**: From Project Initiation through Go-Live Review, each event serves as a **checkpoint** to verify readiness before advancing to the next phase.
- **Quality Control Stop Gates**: Hard stops helps ensure all required activities and acceptance factors are met before moving forward.
- **Continuous Monitoring**: Status meetings, progress reports, and change control processes maintain scope, schedule, and budget integrity.

Collaborative Discovery and Analysis

- **Scope Review Sessions**: Netsmart's Solutions Architect and Project Manager work with Nebraska DHHS Vital Statistics Unit to confirm project scope and objectives.
- **Workflow Assessments**: Using discovery worksheets, we analyze current processes and align them with best practices and COTS capabilities.
- **Solution Review Events**: For each vital event module (Birth, Death, Fetal Death, ITOP, Marriage, Dissolution of Marriage, and Order Management), Netsmart conducts **Foundation Configuration sessions** remotely or on-site. These sessions include demonstrations, design discussions, and validation of workflows.

Documentation and Approval

- All configuration changes are documented in **Software Requirement Specification (SRS)** documents.
- Nebraska DHHS reviews and approves these documents before Netsmart executes any configuration tasks, ensuring transparency and accountability.

Addressing Business Requirement Categories

- **GENERAL**: myVRS delivers a comprehensive, user-friendly application supporting real-time processing, compliance with State and Federal guidelines, and role-based access to enhance security and efficiency.
- **USERS**: Robust user management with secure authentication, onboarding, and profile controls to prevent unauthorized access.
- **SYSTEM ADMIN**: Centralized administrative interface for granular control over roles, data, and configurations.
- **AUDIT LOGS**: Detailed audit trails for all user activities, data changes, and system events to help ensure traceability and compliance.
- **ALL MODULES**: Intuitive data management for record validation, electronic signatures, secure communications, and workflow automation.
- **VITAL EVENT REGISTRATION MODULES**: Full lifecycle management for all vital events, adhering to NCHS standards and ensuring data integrity.
- **ORDER MANAGEMENT MODULE**: Streamlined certificate ordering, secure payment handling, and timely delivery.
- **REPORTS**: Flexible reporting tools for customized reports, workflow configuration, and document management.
- **INTEGRATION**: Standards-based APIs (FHIR) for secure data exchange with State and Federal systems.

- **ANALYTICS TOOL**: Built-in analytics to detect data duplication, anomalies, and trends for improved decision-making.
- **HELP**: Integrated contextual help, tutorials, and documentation tailored to user roles and tasks.

Why This Approach Works

- **Predictable Outcomes**: Structured checkpoints and stop gates helps ensure readiness at every stage.
- **Collaboration and Transparency**: Nebraska DHHS is engaged throughout the lifecycle.
- **Risk Mitigation**: PMI-based methodology reduces risks associated with scope creep and communication gaps.
- **Future-Proofing**: Staying close to the COTS solution minimizes complexity and cost while supporting adaptability.
- **On-Time Go-Live**: Proven processes and quality controls elevate the probability of success.

4. Project Requirements

The awarded Vendor shall perform all the following requirements as outlined in each respective section and subsection.

Bidder to confirm their ability to meet each of the items as outlined in items a. through j. Include specific information regarding your methodology in accomplishing respective items within each category.

Commitment to Meeting Project Requirements

As Nebraska's incumbent Vital Records system provider, Netsmart fully confirms our ability to meet all requirements outlined in items **a through j**. Below is our approach and methodology for each category:

a. **Functional Specifications**

The bidder shall complete "Attachment 1 - Functional Specifications" and place within the solicitation response in accordance with the instructions outlined in Section (VII)(A)(2) for this attachment. Specific instructions on how to complete are outlined within the attachment. Failure to complete and submit the attachment will result in the vendor's solicitation response as being deemed a Non-Responsive Solicitation Response.

Netsmart confirms our ability to meet **functional requirements as outlined and responded to in Attachment 1** and agrees to deliver each item as specified. As the incumbent vendor with deep knowledge of Nebraska's Vital Records environment, we will leverage our proven **myVRS platform** and implementation methodology to help ensure full compliance, usability, and operational efficiency.

b. **Technical Specifications**

The bidder shall complete "Attachment 2 - Technical Specifications" and place within the solicitation response in accordance with the instructions outlined in Section (VII)(A)(2) for this attachment. Specific instructions on how to complete are outlined within the attachment. Failure to complete and submit the attachment will result in the vendor's solicitation response as being deemed a Non-Responsive Solicitation Response.

Vendors are not required to provide or specify hardware. However, if hardware (e.g., kiosks, printers, or card readers) is included in the proposed solution, vendors must state whether it is State-owned, leased, or vendor-supplied, and include related costs in the Cost Sheet.

Netsmart confirms our ability to meet all technical requirements as outlined and answered in **Attachment 2 – Technical Specifications** and will complete and include the attachment in our solicitation response per Section VII(A)(2).

c. **Project Initiation**

Vendor shall develop and create plans as outlined herein subsections ii. through vii. directly below. These plans shall be developed after the Kick-off teleconference meeting. Such plans shall be submitted to designated Unit staff for review and acceptance. If Unit staff does not accept the plan(s) in part or in its entirety, the vendor shall make proposed modifications and/or suggested changes accordingly. Such proposed modifications and/or suggested changes shall be at no additional charge to the State.

Bidder to describe your company's approach to accomplish the development of each of the plans listed in subsections i. through vii. Also describe any templates.

Project Initiation Approach

Netsmart confirms our ability to meet all Project Initiation requirements and will develop and submit the required plans (ii–vii) following the Kick-off teleconference. If any plan requires modification based on Unit feedback, Netsmart will make all changes at **no additional cost to the State**.

Our Approach

Netsmart uses the **Plexus Implementation Methodology**, a proven framework for statewide Vital Records deployments. This methodology helps ensure structured planning, collaborative engagement, and transparent communication throughout the project lifecycle.

Key Objectives of Project Initiation:

- Review project management principles and governance.
- Introduce Plexus methodology and event objectives.
- Create and finalize Project Plan documents.
- Provide solution overview and conduct scope review.
- Demonstrate project tools and templates.

- Review custom development needs (if applicable).
- Validate data collection worksheets.
- Establish next steps and timelines.

i. **Kick-off Event, Documentation, Review and Approval**

All key vendor's staff and Unit staff to be in attendance. Introductions, review the project scope, goals, and pre-agreed upon established timeline, and discuss roles and responsibilities for project resources. Establish communication channels and discuss access or technology that will be needed for the project. Create documentation for review and approval by the Unit.

Fully documented and approved roles and responsibilities, communication channels, and technology tools will be provided to the Unit for review and approval.

Kick-off Event and Documentation Approach

Netsmart confirms our ability to deliver a comprehensive **Kick-off Event** and associated documentation as outlined in the RFP. Our approach helps ensure alignment on scope, roles, responsibilities, communication channels, and technology requirements, setting the foundation for a successful implementation.

- **Kick-off Event Coordinate and facilitate a kick-off teleconference meeting with Vendor's representatives and all relevant Unit project staff. Discuss and perfect project details.**

  Commitment: Netsmart will coordinate and facilitate an official Kick-off teleconference with all key vendor staff and Nebraska DHHS Vital Records Unit representatives.

  Methodology:
  - Introduce project teams and review roles and responsibilities.
  - Present project scope, goals, and pre-agreed timeline.
  - Establish communication channels and confirm technology access requirements.
  - Provide an overview of Netsmart's **Plexus Implementation Methodology**, including major events and deliverables.
  - Demonstrate project tools and review data collection worksheets.
  - Outline next steps and schedule the Project Launch event.

- **Documentation All items ascertained through the kick-off meeting to be documented in a written format ready for dissemination to all representatives.**

  Commitment: All decisions and details from the Kick-off meeting will be documented and shared for review.

  Methodology:
  - Create a **Kick-off Summary Document** capturing:
    - Roles and responsibilities matrix.
    - Communication plan and escalation paths.
    - Technology tools and access requirements.
    - Confirmed project scope and timeline.

- Store documentation in the project repository for version control and easy access.

- **Review and Approval Once the documentation is reviewed by the Unit and confirmed, the selected Unit stakeholder will provide sign-off.**

  Commitment: Submit documentation to the Unit for review and incorporate feedback at **no additional cost**.

  Methodology:

  - Provide documentation within five business days of the Kick-off event.

  - Facilitate a review session to address questions and confirm alignment.

  - Obtain formal sign-off from designated Unit stakeholders before proceeding to Project Launch.

Event Two: Project Launch

Following Kick-off, Netsmart will conduct **Project Launch**, which includes:

- **Project Launch Presentation**: Engage executives and sponsors to reinforce project objectives and expectations.

- **Scope Review**: Validate scope with the Solutions Architect, Project Manager, and Unit team.

- **Workflow Assessment**: Perform departmental walkthroughs using discovery worksheets to align Nebraska's workflows with Netsmart's recommended practices.

Objectives of Project Launch:

- Conduct official project kickoff assessment (Gate 1).

- Review data collection worksheets.

- Identify improvement opportunities.

- Plan for next event and confirm Foundations Configuration schedule.

Client Responsibilities

- Deliver Project Launch presentation with Netsmart support.

- Complete "Getting to Know You" document prior to Kick-off.

- Participate in walkthroughs and scope review discussions.

- Provide facilities/equipment for on-site or remote sessions.

- Complete required data collection by agreed deadlines.

Summary

Netsmart's structured Kick-off and Project Launch process helps ensure:

- Clear alignment on scope, roles, and responsibilities.

- Transparent communication and documented agreements.

- A collaborative foundation for successful configuration and implementation.

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ii. **Develop a Detailed Project Plan**

The detailed project plan will outline the project goals, tasks, scope, deadlines, and deliverables, including the discussion of key project elements and finalization of details. A comprehensive, detailed project plan will be developed, maintained, and followed by the vendor throughout the project lifecycle. If a change is made to the plan following the initial signature, the plan must be reviewed and electronically signed by the selected Unit stakeholder.

The key aspects of the plan should include the following:

- **Project Tasks**

  Breakdown the project into manageable tasks with an owner and estimated time commitment. Highlight when, and what, Unit involvement is necessary to plan for resources. Categorize tasks into phases or stages to create a hierarchical structure.

  - Break down the project into manageable tasks with clear ownership and estimated time commitments.
  - Categorize tasks into phases (Initiation, Configuration, Testing, Training, Go-Live, Post-Go-Live).
  - Highlight Unit involvement for resource planning.
  - **Tool**: Microsoft Project for task hierarchy and dependencies.

- **Project Timeline**

  Outline specific required tasks and deadlines that need to be met throughout the project. Make sure to include any major tasks or deliverables that need to be completed timely within each specific required task. Assign start and end dates to each specific task requirement. Important

  Note: This timeline shall not modify the project timeline pursuant to the established due dates.

  - Assign start and end dates for all tasks and milestones.
  - Include major deliverables such as Scope Review, Workflow Assessments, UAT, and Go-Live.
  - Help ensure alignment with established due dates without altering contractual timelines.
  - **Tool**: Gantt chart in Microsoft Project for visual timeline tracking.

- **Project Resources**

  Determine the resources required for each task, including personnel, equipment, materials, and financial resources. Assign specific resources to tasks based on their expertise and availability. Materials such as, but not limited to, training resources, user manuals, both vendor-led and DHHS-led training events.

  - Identify required resources for each task, including personnel, equipment, and materials.
  - Assign resources based on expertise and availability.
  - Include training resources, user manuals, and both vendor-led and DHHS-led training events.

- Template: Resource allocation matrix.

- **Regular Reviews and Assessments**

  Schedule weekly project reviews to assess progress, identify potential issues, and adjust the plan as needed. Establish a governance for updating the project plan. Gather feedback from stakeholders and incorporate it into the project's direction.

  - Schedule weekly project reviews to assess progress and address risks.

  - Establish governance for updating the project plan and incorporating stakeholder feedback.

  - **Tool**: Status reports and dashboards in Microsoft Project.

- **Sign-off Process**

  Define mutually agreed upon sign-off criteria for project deliverables and completion of required tasks.

  - Define mutually agreed sign-off criteria for deliverables and task completion.

  - Document approvals electronically for audit and compliance.

  - **Template**: Deliverable acceptance form.

Netsmart confirms our ability and commitment to develop, maintain, and follow a **comprehensive, detailed project plan** throughout the project lifecycle. This plan will outline project goals, tasks, scope, deadlines, and deliverables, and will be finalized after the Kick-off event. Any changes post-signature will be reviewed and electronically signed by the designated Unit stakeholder.

We will reference the attached **Microsoft Project Plan** as the foundation for this deliverable, ensuring alignment with Nebraska DHHS expectations and timelines.

Deliverables

- **Microsoft Project Plan File** with:
  - Task breakdown and dependencies.
  - Resource assignments.
  - Timeline and milestones.
  - Risk and communication management integration.
- Weekly status reports and updated plan versions as needed.

Summary

Netsmart's structured approach helps ensure Nebraska receives a detailed, actionable project plan that promotes transparency, accountability, and on-time delivery. By leveraging Microsoft Project and our Plexus methodology, we provide a clear roadmap for success.

Please see the *Netsmart Vital Records Management System Project Plan* in the Attachments.

iii. **Develop a Risk Management Plan**

   The risk management plan will identify, evaluate, and plan for possible risks that may arise within the project so that risk-handling activities are prepared in advance mitigating adverse impacts on achieving objectives. The comprehensive risk management plan will be developed, maintained, and followed by the vendor throughout the project lifecycle. If a change is made to the plan or a risk is added

following the initial signature, the plan must be reviewed, and the Unit must agree to risk mitigation efforts and the selected Unit stakeholder must electronically sign their agreement.

The key aspects of the plan should include the following:

- **Risk Management Methodology**

  Define the tools and approaches that will be used to perform risk management activities, such as risk assessment, risk analysis, and risk mitigation.

  - Define tools and processes for risk identification, assessment, and mitigation.
  - Use a systematic, proactive approach to evaluate probability, impact, and severity.
  - Incorporate continuous monitoring and reporting throughout the project lifecycle.

- **Risk Register**

  A chart that documents all the risk identification information for the project.

  - Maintain a centralized chart documenting all identified risks, their status, and mitigation strategies.
  - Include fields for risk description, owner, likelihood, impact, and response plan.
  - Update regularly and share with Nebraska DHHS during weekly status meetings.

- **Risk Breakdown**

  Structure A hierarchical tree diagram that helps identify risk categories and the structure of project risks in order of importance.

  - Develop a hierarchical diagram categorizing risks by type (technical, operational, compliance, resource, schedule).
  - Prioritize risks based on potential impact to project objectives.

- **Risk Matrix**

  - A matrix is used to analyze the likelihood and the impact to the project of each risk so they can be prioritized.
  - Create a matrix mapping likelihood vs. impact for each risk.
  - Use color-coded prioritization (e.g., high probability/high impact = immediate mitigation).
  - Include both negative risks (threats) and positive risks (opportunities).

Netsmart confirms our ability and commitment to develop, maintain, and follow a **comprehensive Risk Management Plan (RMP)** throughout the project lifecycle. This plan will be created after the Kick-off event and will serve as a proactive tool for identifying, assessing, and mitigating risks that could impact scope, schedule, budget, or business objectives. Any changes or additions to the plan post-signature will be reviewed and electronically signed by the designated Unit stakeholder.

The RMP will be developed using Netsmart's **Plexus Implementation Methodology**, which incorporates industry best practices for risk management and governance.

Risk Management Process

- **Identification**: Conduct risk workshops during Project Initiation and Workflow Assessments.
- **Assessment**: Assign probability and impact scores using standardized criteria.
- **Planning**: Define mitigation strategies and contingency plans for high-priority risks.
- **Control**: Monitor risks weekly, update the register, and escalate as needed.
- **Reporting**: Include risk status in weekly project reports and governance meetings.

Deliverables

- Risk Management Plan document including methodology, register, breakdown structure, and matrix.
- Weekly risk reports and updates throughout the project lifecycle.
- Electronic sign-off from Unit stakeholders for any changes or new risks added post-initial approval.

Summary

Netsmart's approach helps ensure Nebraska receives a **structured, proactive risk management framework** that minimizes project disruptions and supports informed decision-making. By leveraging proven tools and templates, we provide transparency, accountability, and timely mitigation strategies.

iv. **Develop a Communication Plan**

The communication plan will outline how important information will be communicated to stakeholders throughout the project. Determine who will be receiving the communication, how those people will receive it, when they will receive it, and how often they should expect to receive that information. The comprehensive communication plan will be developed, maintained, and followed by the selected Vendor throughout the project lifecycle. If a change is made to the plan following the initial signature, the plan must be reviewed and electronically signed by the selected Unit stakeholder.

The key aspects of the plan should include the following:

a) **Target Audiences Determine the specific groups of people who need to be informed about the project, such as team members, clients, sponsors, and external stakeholders.**

- Identify all stakeholder groups, including:
  o Nebraska DHHS Vital Records Unit staff
  o Project sponsors and executive leadership
  o External partners (hospitals, clinics, funeral homes, coroners)
  o Netsmart project team and corporate leadership

b) **Communication Objectives Specify the objectives to be achieved for each communication.**

- Helps ensure timely dissemination of project updates, decisions, and deliverables.
- Promote transparency and collaboration.
- Provide clear escalation paths for issue resolution.

c) **Communication Channels Identify the most appropriate communication channels for each target audience.**

- Utilize multiple channels for efficiency:
    - Email for formal updates and documentation.
    - Microsoft Teams or Zoom for meetings and collaboration.
    - Project repository for document storage and version control.
    - Weekly status reports and dashboards for progress tracking.

d) **Communication Schedule Determine the frequency and timing of communication for each target audience.**

- Weekly project status meetings.
- Bi-weekly executive updates.
- Monthly governance reviews.
- Ad-hoc sessions for critical issues or milestones.

e) **Communication Responsibilities Define who is responsible for communicating with each target audience.**

- Netsmart Project Manager: Primary point of contact for day-to-day communication.
- Solutions Architect: Technical updates and configuration discussions.
- Nebraska DHHS Project Manager: Coordination of Unit resources and feedback.

f) **Feedback Mechanisms Set up channels for receiving feedback from stakeholders.**

- Establish structured feedback loops via:
    - Meeting minutes and action items.
    - Surveys after major milestones.
    - Dedicated email and Teams channel for questions and clarifications.

Netsmart confirms our ability and commitment to develop, maintain, and follow a **comprehensive Communication Management Plan** throughout the project lifecycle. We recognize that effective communication is the lifeblood of successful project delivery and helps ensure alignment between Nebraska DHHS, Netsmart, and all stakeholders. Any changes to the plan post-signature will be reviewed and electronically signed by the designated Unit stakeholder.

Our Approach

The Communication Plan will be developed immediately following the Kick-off event and will serve as the foundation for all project communications. Netsmart's approach helps ensure clarity, consistency, and transparency across all levels of engagement.

Deliverables

- **Communication Management Plan Document** including:
    - Stakeholder matrix
    - Communication objectives and channels
    - Schedule and frequency

- o Roles and responsibilities
- o Feedback mechanisms
- Electronic sign-off from Unit stakeholders after review.

Summary

Netsmart's structured communication approach helps ensure:

- Continuous engagement of corporate and project-level stakeholders.
- Clear, documented processes for information exchange.
- Proactive feedback loops to prevent delays and maintain alignment.

v. **Develop a Staffing Management Plan**

The staffing management plan will outline the human resource needs of the project and how those needs will be met. The comprehensive staffing plan will be developed, maintained, and followed by the selected vendor throughout the project lifecycle. If a change is made to the plan following the initial signature, the plan must be reviewed and electronically signed by the selected Unit stakeholder.

Netsmart confirms our ability and commitment to develop, maintain, and follow a **comprehensive Staffing Management Plan** throughout the project lifecycle. This plan will help ensure that the right resources are assigned, roles and responsibilities are clearly defined, and staffing adjustments are managed proactively to support successful project delivery. Any changes to the plan post-signature will be reviewed and electronically signed by the designated Unit stakeholder.

The key aspects of the plan should include the following:

a) **Staffing Process Describe how staffing levels will achieve service regardless of changes that may influence work volume. Include the process of temporarily and permanently replacing vacancies in key personnel.**

Staffing Strategy for Consistent Service Delivery

Our staffing strategy is designed to be resilient, scalable, and responsive to dynamic project demands.

Staffing Levels and Service Continuity

To help ensure uninterrupted service delivery, we employ a multi-tiered staffing model:

- **Core Team Stability**: Our core implementation team includes key personnel across project management, software development, QA, business analysis, and client support. These individuals are cross-trained to handle overlapping responsibilities, ensuring coverage during peak periods or absences.
- **Scalable Resource Pool**: We maintain a bench of qualified professionals who can be onboarded rapidly. This includes contract staff and internal resources from adjacent teams who are familiar with our methodologies and tools.
- **Workload Monitoring**: We use agile planning tools to monitor workload trends and forecast resource needs. This allows us to proactively adjust staffing levels before service degradation occurs.
- **Flexible Scheduling**: Our team operates with flexible work schedules and remote capabilities, enabling us to extend coverage during critical phases such as go-live, testing, or data migration.

Key Personnel Replacement Process

We understand the importance of continuity in leadership and specialized roles. Our process for replacing key personnel—whether temporarily or permanently—is structured and transparent:

Temporary Replacement

- **Immediate Coverage**: Cross-trained team members step in to cover responsibilities with minimal disruption.

- **Knowledge Transfer**: We maintain detailed documentation and project artifacts to support rapid onboarding.

- **Client Notification**: Clients are informed of temporary changes and introduced to the interim resource to maintain trust and transparency.

Permanent Replacement

- **Succession Planning**: For each key role, we identify at least one backup candidate during project initiation.

- **Recruitment Protocol**: We initiate expedited recruitment through internal HR and external partners, prioritizing candidates with domain expertise and client-facing experience.

- **Transition Support**: The outgoing personnel conduct a structured handover, including walkthroughs, documentation reviews, and stakeholder introductions.

b) **Roles and Responsibilities Define the roles and responsibilities by resource type, including identifying key and non-key personnel as well as resource allocation for all personnel. Detail differentiated by vendor staff, subcontractor staff, if applicable, and Unit project staff.**

Netsmart	
Project Stakeholder	**Roles / Responsibilities**
Mike Brand **EVP** Netsmart	• Project Oversight • Netsmart Escalation and Executive Intervention as Needed
Dennis Cunningham **SVP Public Sector** Netsmart	• Project Oversight • Netsmart Escalation and Executive Intervention as Needed
Kade Harris **Senior Director Public Sector** Netsmart	• Project Oversight • Netsmart Escalation and Executive Intervention as Needed
Jeff Matthews **Senior Client Alignment Executive** Netsmart	• Project Oversight • Netsmart Escalation and Executive Intervention as Needed • Oversight Project Related Decisions Regarding Netsmart Resources, System Design, and Priorities

	• Issues Management • Change Management
Shelly Casale **Practice Director** Netsmart	• Project Oversight • Facilitation of Kick-Off • Facilitation of Gap Analysis • Netsmart Escalation and Executive Intervention as Needed • Oversight Project Related Decisions Regarding Netsmart Resources, System Design, and Priorities • Issues Management • Change Management • Risk Management • Netsmart Risk Mitigation Management • Contract and Budget oversight
Steve Egert **Project Manager** Netsmart	• Netsmart Project Manager • Communication of project goals, successes, and issues • Status reporting & Progress updates • Creates and presides over Project meeting Agenda • Facilitate Status & progress meetings • Monitor the completion of all Project Activities • Serve as the focal point for all internal installation questions and concerns regarding myVRS • Perform cross-product communications and coordination during the installation • Validation and Verification of Project Activities and contractual compliance • Development, Delivery and Maintenance of All Initial Project Management tools • Project deliverables Management • Updates of Implementation Plan (Microsoft Project Plan) • Helps ensure implementation Follows Netsmart's Standards • Helps ensure all Implementation Decisions are in Best Interests of the proposed solution • Leverages Netsmart internal Organization and Other Development, technical or support assistance • Netsmart Project Resource Management • Issues Management & Reporting

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	• Risk Management & Reporting • Change Management & Reporting • Budget Management
Jane Tish **Senior Solution Architect** Netsmart	• System Design Oversight • Assistance with the development of Gap and SRS Documents • Development of User Guides • Development of End User Training Materials • Delivery of "Train the Trainer" Training • UAT & Pilot Support • Go-Live Support • Configuration • Development • Data Conversion • Reports • Extracts • Mentorship of Delivery Consultants
Michael Rutland **Lead Software Engineer** Netsmart	• Facilitation of Gap Analysis • Assistance with the Development of Gap and SRS Documents • System Design Oversight • Configuration • Mentorship of Delivery Consultants • Test & QA Planning and management Team Member • Issue Resolution
Matthew Walberg **Technical Consultant** Netsmart	• System Design Oversight • Configuration • Development • Data Conversion • Reports • Extracts • Training and Documentation Support • Mentorship of Delivery Consultants
Amalia – Marie Algarin	• Facilitation of Gap Analysis • Configuration

Solution Strategist Netsmart	• Development • Data Conversion • Reports • Extracts • Training and Documentation Support • UAT & Pilot Support • Go-Live Support
Ashley Poole **Senior Technical Consultant** Netsmart	• Data Conversion • Image Migration
Reece Berens **Senior Director Engineering** **Netsmart**	• Configuration of Interfaces • Engineering Oversight

c) Resource Calendars Identify total hours to be expended, per phase, and for the entire project, by vendor staff and Unit project staff.

Average Allocation Per Resource per Milestone

	Milestones	Steve	Shelly	Jane	Michael	Matthew	Amalia	Ashley	Reece	NTST Hosting
1	Planning and Administration	50%	15%	5%	5%	5%	10%	5%		
2	Confirmation of Business and System Requirements	50%	15%	50%	65%	65%	40%	5%	5%	
3	Implementation of Technical Environment	50%					10%			50%
4	Design and Configuration of Proposed Solution	50%	15%	20%	65%	65%	40%		10%	
5	Data Conversion and Migration	50%	15%	5%	10%	10%	10%	50%		
6	User Acceptance Testing (UAT)	50%	15%	50%	20%	20%	50%			
7	Training	50%	15%	50%	5%	5%	10%			

8	Documentation	50%	15%	50%	5%	5%	5%	5%		
9	Parallel Pilot	50%	15%	50%	10%	10%	50%	10%		
10	Production Implementation	50%	15%	50%	10%	10%	50%	5%		

Primary Resource per Role / Deliverable

Reference	Components	Staff	Total % Allocated to NE	Work Location
1	Project Plan and Schedule	Steve Egert	50%	Remote
2	Setup Technical Environment for Gap	NTST Hosting Team	50%	Remote
3	Conduct Gap Analysis	Jane Tish, Michael Rutland	50%	Remote
4	Facilitate Gap Analysis	Shelly Casale, Steve Egert, Jane Tish, Michael Rutland, Matthew Walberg, Amalia – Marie Algarin	50%	Remote
5	Setup and Config Test, Training, Production Servers	NTST Hosting Team	50%	Remote
6	Configuration of EDRS, EBRS, Fetal , ITOP	Jane Tish, Amalia-Maire Algarin	50%	Remote
7	Configuration of Point of Sale, Marriage, Divorce	Michael Rutland, Matthew Walberg	50%	Remote
8	Configuration of Reports and Extracts	Jane Tish, Michael Rutland, Matthew Walberg, Amalia – Marie Algarin	50%	Remote
9	Configuration of Interfaces	Reece Berens (Engineering)	50%	Remote
10	Data Conversion	Ashley Poole, Matthew Walberg	50%	Remote
11	Migration of Images	Ashley Poole, Matthew Walberg	50%	Remote
12	Assistance with UAT	Jane Tish, Michael Rutland, Matthew Walberg, Amalia – Marie Algarin	50%	Remote

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13	Development of Comprehensive App Training Packets	Jane Tish, Amalia-Maire Algarin	50%	Remote
14	Delivery of Application Training for State Users	Jane Tish, Amalia-Maire Algarin	50%	Remote, Onsite
15	Delivery of Technical Training for Sys Admin and Business Configurators	Jane Tish, Amalia-Maire Algarin	50%	Remote, Onsite
16	Delivery of Application for Stakeholders	Jane Tish, Amalia-Maire Algarin	50%	Remote, Onsite
17	Creating User Documentation	Jane Tish, Amalia-Maire Algarin	50%	Remote
18	Creating Technical Documentation	Jane Tish, Amalia-Maire Algarin	50%	Remote
19	Assistance with Pilot Go Live	Steve Egert, Jane Tish, Michael Rutland, Matthew Walberg, Amalia – Marie Algarin	50%	Remote, Onsite
20	Assistance with Go Live	Steve Egert, Jane Tish, Michael Rutland, Matthew Walberg, Amalia – Marie Algarin	50%	Remote, Onsite
21	Project Management Activities	Steve Egert, Shelly Casale	50%	Remote

d) **Background Checks Provide written confirmation that any individual assigned to work on the project has successfully passed a background check. This action needs to occur on any new staff that are assigned throughout the duration of the contract.**

Netsmart will provide written confirmation that any individual assigned to work on the project has successfully passed a background check, including any new staff assigned throughout the duration of the contract.

e) **Performance Issues The Unit will retain the right to release outright or request the replacement of any vendor representative who is working at an inferior level of performance, as determined by the Unit. The vendor must provide an acceptable replacement within ten (10) working days of the notice of this release.**

Netsmart agrees that the State can request any person the state reasonably believes is performing at an inferior level to be released or replaced with notice of its determination, and the reasons for the rejection or removal, and Netsmart will provide an acceptable replacement within ten (10) working days of receiving such notice.

f) **Staffing Plan Changes. If there are any changes in key personnel, the vendor is expected to notify the Unit in writing at least fourteen (14) days prior to the change, except in the case of immediate risk to the health and safety of project staff, or in the case of unlawful security breaches. The vendor's key personnel positions may not be vacant for more than ten (10) Business Days without a qualified substitute (temporary replacement). A qualified substitute must be in place no more than ten (10) Business Days after the separation date of the vacating resource. The definition of a qualified**

substitute is someone meeting the requirements of the RFP. The vendor may not fill vacant key personnel positions with other existing key personnel without approval by the Unit. The Unit will also have the authority to approve proposed replacements of key personnel by the vendor. The Unit reserves the right to interview and approve the selected Vendor's personnel and any Sub-contractors. The Unit reserves the right to reject any proposed staff member and require the appointment of a satisfactory staff member, as well as to require verification of a proposed staff member's skills through demonstration and/or testing.

Netsmart acknowledges and agrees to the State's requirements regarding the management and continuity of key personnel assigned to this project. We understand that:

- Any changes to key personnel will be communicated to the State's Vital Records Unit in writing at least **fourteen (14) days in advance**, except in cases involving immediate risk to health and safety or unlawful security breaches.

- Key personnel positions will not remain vacant for more than **ten (10) business days** without a qualified substitute in place.

- A **qualified substitute** is defined as an individual who meets the qualifications outlined in the RFP.

- Netsmart will not reassign existing key personnel to fill other key roles without prior written approval from the Unit.

- The State reserves the right to **review, interview, and approve** any proposed replacements or subcontractor staff.

- The State may also **reject** any proposed personnel and request a replacement, including requiring verification of skills through demonstration or testing with notice of its determination and the reasons for the rejection / removal.

Netsmart is committed to maintaining a stable, qualified, and responsive project team throughout the duration of the engagement to help ensure continuity, accountability, and successful delivery.

vi.   **Develop a Change Management Plan**

The change management plan will outline the process for change management throughout the project lifecycle, such as how to submit a change request or how those requests are assessed. The comprehensive change management plan will be developed, maintained, and followed by the vendor throughout the project lifecycle. If a change is made to the plan following the initial signature, the plan must be reviewed and electronically signed by the selected Unit stakeholder.

The key aspects of the plan should include the following:

a) **Change Management Process Describe the process of submitting, evaluating, authorizing, managing, and controlling change requests.**

b) **Roles and Responsibilities Define the roles and responsibilities for those responsible for change management.**

c) **Change Request Form Template Provide a template for submitting changes.**

d) **Change Log Template Provide a template for collecting and tracking changes.**

Netsmart confirms our ability and commitment to develop, maintain, and follow a **comprehensive Change Management Plan** throughout the project lifecycle. We recognize that effective change and issue management is critical to maintaining project scope, schedule, and budget while ensuring quality and minimizing risk. Any changes to the plan post-signature will be reviewed and electronically signed by the designated Unit stakeholder.

Our Approach

The Change Management Plan will be developed immediately following the Kick-off event and will include:

Key Components of the Plan:

- **Change Management Process**
  - Define a structured process for submitting, evaluating, authorizing, and implementing change requests.
  - Include steps for:
    - Submission of a formal change request.
    - Impact analysis (scope, timeline, cost).
    - Approval workflow involving Nebraska DHHS and Netsmart governance.
    - Documentation and communication of approved changes.
- **Roles and Responsibilities**
  - Assign clear accountability for change management activities:
    - **Netsmart Project Manager**: Oversees change request intake and evaluation.
    - **Solutions Architect**: Provides technical impact analysis.
    - **Nebraska DHHS Project Manager**: Coordinates Unit review and approval.
  - Document roles in a **Responsibility Matrix** for transparency.
- **Change Request Form Template**
  - Provide a standardized form capturing:
    - Requestor details.
    - Description of change.
    - Business justification.
    - Impact analysis (scope, cost, timeline).
    - Approval signatures.
- **Change Log Template**
  - Maintain a centralized log tracking:
    - All submitted requests.
    - Status (pending, approved, denied).
    - Implementation dates.
    - Associated documentation.
  - Share log updates during weekly status meetings.

vii.   **Develop an Issue Management Plan**

The issue management plan will outline the process of identifying, tracking, and resolving issues that arise throughout the project lifecycle. The comprehensive issue management plan will be developed, maintained, and followed by the vendor throughout the project lifecycle. If a change is made or an issue is added to the plan following the initial signature, the plan must be reviewed and electronically signed by the selected Unit stakeholder.

The key aspects of the plan should include the following:

a) **Issue Management Process Describe the process of prioritizing, tracking, escalating, communicating, and reporting issues. Provide the approach to documenting, reporting, and resolving issues identified by the vendor, the Unit, or other stakeholders.**

b) **Roles and Responsibilities Define roles and responsibilities for those responsible for issue management.**

c) **Impact Matrix Define the impact matrix that will be used to analyze, evaluate, and prioritize issues.**

Netsmart confirms our ability and commitment to develop, maintain, and follow a **comprehensive Issue Management Plan** throughout the project lifecycle. We recognize that timely identification, tracking, and resolution of issues is critical to maintaining project scope, schedule, and quality. Any changes to the plan or addition of new issues post-signature will be reviewed and electronically signed by the designated Unit stakeholder.

Our Approach

The Issue Management Plan will be developed immediately following the Kick-off event and will include:

Key Components of the Plan:

- **Issue Management Process**
  - Define a structured process for:
    - **Identification**: Capture issues raised by vendor, Unit, or stakeholders.
    - **Prioritization**: Assign severity levels based on impact to scope, timeline, or cost.
    - **Tracking**: Document issues in a centralized Issue Log.
    - **Escalation**: Establish clear escalation paths for critical issues.
    - **Resolution**: Define steps for resolving issues and verifying closure.
  - Integrate issue reporting into weekly governance meetings for transparency.
- **Roles and Responsibilities**
  - Assign clear accountability for issue management:
    - **Netsmart Project Manager**: Oversees issue intake and resolution tracking.
    - **Solutions Architect**: Provides technical analysis and resolution steps.
    - **Nebraska DHHS Project Manager**: Coordinates Unit feedback and approval.

- o Document roles in a **Responsibility Matrix** for clarity.
- **Impact Matrix**
  - o Develop a matrix to evaluate and prioritize issues based on:
    - **Likelihood** of occurrence.
    - **Impact** on project objectives (scope, schedule, cost).
  - o Use color-coded prioritization (e.g., High = Immediate action, Medium = Scheduled resolution, Low = Monitor).

Integration with Change Management

- Maintain a **combined log** for issues and changes to help ensure visibility.
- Escalate unresolved issues that require scope changes into the Change Management process.
- Provide weekly updates on both logs during governance meetings.

Deliverables

- **Issue Management Plan Document** including:
  - o Process workflow diagram.
  - o Roles and responsibilities matrix.
  - o Impact matrix for prioritization.
- Templates for Issue Log and escalation tracking.
- Weekly updates to issue status and resolution progress.
- Electronic sign-off for any plan modifications or new issues added.

Summary

Netsmart's structured approach helps ensure:

- Proactive identification and resolution of issues.
- Transparent communication and escalation paths.
- Integration with change management for seamless governance.
- Continuous monitoring to prevent delays and maintain project quality.

D. Design and Configuration

Please describe an approach and methodology incorporating the items below respective to each task listed in i. through x:

Our approach is built on proven practices that help ensure alignment with client requirements, efficient configuration, and successful adoption of the solution. Below is our methodology for each task area:

- **System Design**

  We begin with **Scope Review Sessions** led by our Solutions Architect (SA) and Project Manager. These sessions involve departmental representatives and key stakeholders to understand high-level workflows and business processes. Using discovery worksheets, we map these processes to our COTS solution, identifying areas where standard functionality meets requirements and where configuration is needed. This collaborative design process helps ensure clarity and minimizes customizations.

- **System Design Alignment with Requirements**

  Alignment is achieved through iterative **design demonstrations** during review sessions. The SA walks through recommended workflows and system capabilities, validating them against the client's requirements documented in the Software Requirement Specification (SRS). Any gaps are captured in a "Document of Understandings" and addressed through approved change control procedures. This helps ensure transparency and compliance with agreed requirements.

- **System Configuration**

  Configuration follows a **foundation-first approach**, starting with core modules (Birth, Death, Fetal Death, Marriage, Dissolution, ITOP, and Order Management). Each configuration event includes:

  - Review of collected data and workflows.

  - Demonstration of module functionality.

  - Design decisions documented for future state processes. Configuration changes are tracked in the SRS and approved before implementation, ensuring governance and consistency.

- **Data Warehousing Capabilities, if any**

  Our solution supports **data warehousing and analytics** through integrated reporting tools and optional data export capabilities. We enable structured data storage for vital records, supporting compliance, auditability, and advanced reporting. If required, we can integrate with external data warehouses via secure APIs or batch data transfers.

- **How workflow, if available, is integrated into your solution. Ideally used throughout the solution to help guide users through the proper processes.**

  Workflow is embedded throughout the solution to guide users through proper processes. Key features include:

  - **Role-based workflows** ensuring tasks follow organizational policies.

  - **Automated prompts and validations** to reduce errors.

  - **Configurable alerts and messages** to set expectations and improve user experience. This approach promotes efficiency and compliance while reducing training overhead.

Supporting Activities

- **Remote Collaboration:** All review and configuration sessions are conducted via Teams or Zoom for flexibility, with on-site options available.

- **Documentation:** Every design and configuration decision is documented in the SRS and event summaries for client sign-off.

- **Change Control:** Any deviation from the original scope follows formal approval processes.

- **Client Engagement:** Client representatives actively participate in walkthroughs, provide feedback, and make design decisions for future state workflows.

Objectives

- Conduct project kickoff and scope review.
- Refine project plan and introduce key team members.
- Complete design and configuration sessions for all modules.
- Identify improvement opportunities and plan next steps.

i. **Establish Review and Acceptance Process Establish and utilize a deliverable review and acceptance process agreed upon by the Unit that incorporates the following:**

Our methodology incorporates a structured, collaborative review and acceptance process designed to help ensure quality, transparency, and alignment with the Nebraska DHHS Vital Statistics Unit's expectations. This process includes the following components below.

a) **Review cycles, which will be conducted and scaled to size and complexity of the deliverables.**

Review cycles are tailored to the **size and complexity** of each deliverable.

Smaller deliverables (e.g., configuration updates) will have **shorter, informal reviews**, while larger deliverables (e.g., full module configurations or workflow designs) will undergo **formal multi-step reviews**.

Each cycle includes:

   a. **Draft Review:** Informal walkthrough with stakeholders.
   b. **Formal Review:** Structured evaluation against requirements.
   c. **Acceptance:** Documented sign-off by the Unit.

b) **Deliverables will need to reflect coordination with the overall modular system and will follow agreed upon change control processes.**

All deliverables are validated for **compatibility with the overall modular system**.

Dependencies between modules (Birth, Death, Marriage, etc.) are tracked to help ensure seamless integration.

Any changes follow the **agreed change control process**, maintaining system integrity and avoiding scope creep.

c) **The vendor will be responsible for facilitating the change control process, which will allow the appropriate audience to determine priorities using a structured business value assessment process to measure both the effort to implement in hours and the benefits.**

We manage the **change control process** using a structured **business value assessment**:

- **Effort Estimation:** Measured in hours for implementation.
- **Benefit Analysis:** Evaluates impact on compliance, efficiency, and user experience.

Prioritization decisions are made collaboratively with the Unit, ensuring transparency and alignment with organizational goals.

d) **Informal reviews and walkthroughs of draft and final deliverables are encouraged.**

Informal reviews are encouraged throughout the lifecycle to:

- Validate early design concepts.

- Reduce rework by catching issues before formal review.

Walkthroughs of draft and final deliverables are conducted via **Teams or Zoom**, with on-site options available.

e) **Queueing up excessive deliverables for simultaneous review is unacceptable to the Unit.**

Deliverables are **queued strategically** to prevent overwhelming the Unit with simultaneous reviews.

We maintain a **review calendar** to space out deliverables, ensuring adequate time for feedback and acceptance.

Acceptance Documentation

- Each deliverable will have:
  o **Review Summary:** Captures feedback and decisions.
  o **Acceptance Form:** Signed by authorized Unit representatives.
- All documentation is stored in the project repository for audit and compliance purposes.

ii. **Development Requirements**

Traceability Matrix (RTM) Provide accountability to project requirements by mapping out the relationship between requirements and project work. Prove that project requirements are met, provide a record of testing, issues, and completed items. Ensure that test cases are aligned with the needs of the project. The requirements traceability matrix shall be developed, maintained, and followed by the vendor throughout the project lifecycle. If a change is made to the matrix following the initial signature, the matrix must be reviewed and electronically signed by the selected Unit stakeholder.

Our methodology incorporates the development and maintenance of a **Responsibility Matrix** as part of our project governance framework. This matrix will clarify roles and responsibilities across all tasks and will be created in conjunction with:

- **Staff Management Plan**
- **MS Project Plan**
- **Project Charter**

The matrix will follow the RACI model (Responsible, Accountable, Consulted, Informed) and will be reviewed and approved by the Unit during project initiation. Below is a sample structure we will adopt:

Task/Activity	Project Manager	Solution Architect	Software Engineer	QA Tester	Support	Stakeholders
Requirements Gathering	A	R	C	I	I	C
System Design	A	R	C	I	I	C
Development	I	C	R	I	I	I
Testing	I	C	I	R	I	I
Deployment	A	I	R	I	R	I
User Training	A	R	I	I	R	C

Post-Implementation Support	A	I	I	I	R	I

Key:

- **R (Responsible):** Performs the task
- **A (Accountable):** Ultimately answerable for the task
- **C (Consulted):** Opinions sought
- **I (Informed):** Kept up-to-date

Requirements Traceability Matrix (RTM) Commitment

We also agree to develop, maintain, and follow a **Requirements Traceability Matrix** throughout the project lifecycle. The RTM will:

- Map each requirement to corresponding design, development, and testing activities.
- Provide accountability by proving that all requirements are met.
- Include records of:
  - Test cases aligned with requirements.
  - Issues identified and resolved.
  - Completed deliverables.
- Be reviewed and electronically signed by the Unit after initial approval and whenever changes occur.
- Follow the established **change control process** for any updates.

This helps ensure:

- Full visibility into requirement coverage.
- Alignment between business needs and technical implementation.
- A clear audit trail for compliance and quality assurance.

iii. **Coordinate and Facilitate On-Site Requirements Gathering Session(s)**

Discuss, clarify, and better understand the project's objectives, scope, and requirements. This meeting should be with the vendor's representatives and all relevant Unit project staff. Vendor to document requirements and provide to Unit for review and approval. Once the requirements are reviewed by the Unit and confirmed, the selected Unit stakeholder will provide sign-off.

Objectives of the requirements gathering session:

a) **Requirements Gather detailed information to create project requirements for each system module.**

b) **Feedback Collect feedback from the Unit to incorporate into the project requirements.**

We agree to coordinate and facilitate requirements gathering sessions either **on-site** or **remotely**, based on the Unit's preference and scheduling needs. Our process helps ensure clarity, collaboration, and alignment with project objectives and scope.

Methodology

- **Session Planning**
  - Schedule sessions with all relevant Unit project staff, including departmental representatives, IT analysts, and key stakeholders.
  - Prepare discovery worksheets and preliminary documentation to guide discussions.
- **Facilitation**
  - Our Solutions Architect (SA) and Project Manager will lead the sessions, walking through each department's workflows and processes.
  - Demonstrate recommended practices and COTS solution capabilities to validate alignment with business needs.
- **Documentation**
  - Capture detailed requirements for each system module during the session.
  - Incorporate Unit feedback into the requirements documentation.
  - Document any configuration changes in the **Software Requirement Specification (SRS)**.
- **Review and Approval**
  - Provide the documented requirements to the Unit for review.
  - Conduct informal walkthroughs of draft requirements to help ensure accuracy.
  - Once confirmed, obtain **electronic sign-off** from the designated Unit stakeholder.
  - Any changes post-signature will follow the established **change control process**.

Objectives of Requirements Gathering

- **Requirements:** Collect comprehensive details for all modules (Birth, Death, Marriage, etc.).
- **Feedback:** Integrate Unit input to refine requirements and workflows.
- **Workflow Assessment:** Helps ensure future-state processes align with COTS best practices while minimizing customizations.
- **Foundation for Design:** Drive analysis and design decisions for subsequent configuration and testing phases.

Flexibility

- Sessions can be conducted **on-site** for in-depth collaboration or **remotely via Teams/Zoom** for convenience.
- Remote sessions allow multiple shorter meetings to accommodate Unit schedules, while on-site sessions can consolidate activities for efficiency.

Client Responsibilities

- Participate actively in sessions and provide feedback.

- Share current workflows, policies, and data collection materials.

- Identify process improvement opportunities and make design decisions for future state.

iv. **Develop and Submit an Application Configuration and Maintenance Plan to the Unit Prior to Beginning Configuration Activities**

The key aspects of the plan should include the following:

We agree to develop and submit a detailed **Application Configuration and Maintenance Plan** prior to beginning configuration activities. This plan will serve as a roadmap for design, build, and ongoing maintenance, ensuring transparency, accountability, and alignment with the Unit's objectives.

a) **Approach to Conduct Design Sessions or Walkthroughs**

- **Design Sessions:** Conducted remotely via Teams or Zoom, or on-site as requested.

- Led by our **Solutions Architect (SA)** and Project Manager, these sessions will:
  o Review departmental workflows.
  o Validate alignment with COTS solution.
  o Document configuration decisions in the **Software Requirement Specification (SRS)**.

- **Walkthroughs:** Informal reviews of draft configurations prior to formal acceptance to reduce rework.

b) **Approach to Conduct Sprints or Iterations**

- We follow an **iterative configuration approach**:
  o Each sprint focuses on a specific module (e.g., Birth, Death, Marriage).
  o Includes design review, configuration build, and validation.

- Sprint planning will be documented in the **MS Project Plan** with clear timelines and dependencies.

c) **Configuration Management**

- All configuration changes are tracked in the **SRS** and managed through a formal **change control process**.

- Version control helps ensure traceability of changes and rollback capability if needed.

- Configuration artifacts will be stored in a secure repository accessible to authorized Unit stakeholders.

d) **Release Cycle**

- **Foundation Configuration Events** for each module:
  o Birth, Death, Fetal Death, Marriage, Dissolution, ITOP, and Order Management.

- Each release includes:
  o Solution Review session.
  o Unit sign-off prior to moving to the next module.

- Final release includes **system integration testing**, **UAT**, and **training**.

e) Tasks, Timelines, and Responsible Parties

- Detailed task list will be included in the plan, aligned with the **Responsibility Matrix (RACI)**.

- Example:

  - **Design Review:** SA (Responsible), Project Manager (Accountable), Unit Stakeholders (Consulted).

  - **Configuration Build:** Software Engineer (Responsible), QA Tester (Consulted).

  - **Validation & Sign-off:** Unit Stakeholder (Accountable).

f) Approach to System Enhancements

- Enhancements will be evaluated using a **business value assessment**:

  - Effort (hours) vs. benefit (impact on compliance, efficiency).

- Approved enhancements will follow the same change control and configuration management process.

g) Programming and Coding Standards

- All custom development (if required) will adhere to:

  - Industry best practices for security and maintainability.

  - Vendor coding standards for consistency.

- Code reviews and automated checks will help ensure compliance before deployment.

Solution Review and Validation

- Conducted for each module after configuration:

  - Demonstrate workflows.

  - Validate design decisions.

  - Obtain Unit sign-off.

- **Final Review Event** includes:

  - System testing and UAT preparation.

  - Training plan development.

  - End-user training strategy.

Maintenance Commitment

- Post-Go-Live, we will provide:

  - Ongoing support for configuration updates.

  - Regular maintenance releases.

  - Documentation updates for all changes.

v. **Establish and Utilize a Deliverable Review and Acceptance Process Agreed Upon by the Unit**

The key aspects of the process should include the following:

Netsmart agrees to establish and utilize a structured **Deliverable Review and Acceptance Process** in collaboration with the Unit. This process helps ensure transparency, quality, and alignment with project objectives while preventing bottlenecks and maintaining governance.

a) **Review cycles, which will be conducted and scaled to size and complexity of the deliverables.**

Review cycles will be **scaled to the size and complexity** of each deliverable:

- **Minor deliverables** (e.g., configuration updates) will undergo short, informal reviews.
- **Major deliverables** (e.g., module builds, workflow designs) will follow formal multi-step reviews.

Each cycle includes:

- **Draft Review:** Informal walkthrough with stakeholders.
- **Formal Review:** Structured evaluation against requirements.
- **Acceptance:** Documented sign-off by the Unit.

b) **Deliverables will need to reflect coordination with the overall modular system and will follow agreed upon change control processes. The vendor will be responsible for facilitating the change control process, which will allow the appropriate audience to determine priorities using a structured business value assessment process to measure both the effort to implement in hours and the benefits.**

All deliverables will reflect **integration with the overall modular system** (Birth, Death, Marriage, etc.).

Dependencies and impacts will be assessed during review sessions.

Any changes will follow the **agreed change control process**, ensuring:

- Governance and traceability.
- Prioritization using a **business value assessment** (effort in hours vs. benefit).

c) **Informal reviews and walkthroughs of draft and final deliverables are encouraged.**

Informal reviews are encouraged throughout the lifecycle to:

- Validate early concepts.
- Reduce rework by catching issues before formal review.

Walkthroughs will be conducted via **Teams/Zoom** or on-site as needed.

d) **Queueing up excessive deliverables for simultaneous review is unacceptable to the Unit.**

Deliverables will be **queued strategically** to prevent overwhelming the Unit with simultaneous reviews.

A **review calendar** will be maintained to space out deliverables and allow adequate time for feedback.

Acceptance Documentation

- Each deliverable will include:

- o **Review Summary:** Captures feedback and decisions.
    - o **Acceptance Form:** Signed electronically by authorized Unit representatives.
  - All documentation will be stored in the project repository for audit and compliance.

vi. **Configure Environments for Development, Testing, Training, and Production**

Establish four (4) environments (development, testing, training, and production), ensuring that the development, testing, and training environments do not have access to live data. Establish each environment based on its specific needs. Establish strategies for managing data across environments.

Netsmart agrees to establish and maintain four distinct environments—**Development, Testing, Training, and Production**—within the hosted environment. Each environment will be configured to meet its specific purpose while ensuring strict data security and compliance.

Environment Setup

- **Development Environment**
  - o Used for initial configuration, coding, and unit testing.
  - o Contains synthetic or anonymized data only.
  - o Accessible to vendor technical staff for build activities.
- **Testing Environment**
  - o Dedicated for system integration testing and UAT.
  - o Populated with **sanitized test data** to prevent exposure of live data.
  - o Includes all modules and workflows for end-to-end validation.
- **Training Environment**
  - o Configured to mirror production workflows for realistic training.
  - o Uses **mock data sets** to simulate real-world scenarios without compromising privacy.
  - o Accessible to trainers and designated Unit staff.
- **Production Environment**
  - o Fully secured and optimized for live operations.
  - o Includes all approved configurations and integrations.
  - o Protected by role-based access controls and monitoring.

Data Management Strategy

- **No live data** will be used in development, testing, or training environments.
- Data will be anonymized or generated for non-production environments.
- Secure processes will be implemented for:
  - o Data refresh between environments.
  - o Version control of configurations.
  - o Audit logging for all changes.

Configuration Management

- All environment builds will follow documented **configuration management protocols**.
- Changes will be tracked in the **Software Requirement Specification (SRS)** and approved through the **change control process**.
- Regular backups and rollback procedures will be in place for all environments.

Release Cycle

- Releases will progress through environments in sequence:
  - **Development → Testing → Training → Production**
- Each stage requires formal review and Unit sign-off before promotion to the next environment.

vii. Complete Standard System Configuration

Implement the user interface design and enable all the designed functionality necessary to ensure that the system is configured and functioning properly. Conduct all necessary functions to achieve completion of standard configuration and administer testing to certify that all outcomes perform as intended. Once reviewed by the Unit and confirmed, the selected Unit stakeholder will provide sign-off.

Netsmart agrees to complete the **standard system configuration** as outlined in the RFP. Our approach helps ensure that the system is fully functional, aligned with approved design decisions, and ready for production use.

Scope of Work

- **User Interface Design:** Implement the approved UI design to deliver an intuitive, user-friendly experience.
- **Enable Designed Functionality:** Configure all modules and workflows to meet documented requirements and business processes.
- **System Integration:** Validate that all components work seamlessly within the modular architecture.

Testing and Certification

- Conduct comprehensive **functional and integration testing** to confirm that all outcomes perform as intended.
- Provide **test results and validation reports** to the Unit for review.
- Address any issues identified during testing promptly and document resolutions.

Review and Sign-Off

- Present the configured system to the Unit for formal review.
- Conduct walkthrough sessions to demonstrate functionality and confirm alignment with requirements.
- Obtain **electronic sign-off** from the designated Unit stakeholder before proceeding to subsequent phases.

Quality Assurance

- All configuration activities will adhere to:
  - **Documented standards** for consistency and maintainability.
  - **Change control processes** for any adjustments post-design approval.

- Maintain full traceability through the **Requirements Traceability Matrix (RTM)**.

viii. **Assist the Unit with Configuration of System**

Provide documentation, training, support, and expertise to ensure that the system is configured and functions properly. The completed system configuration must be tested by the vendor and perform as intended. Once reviewed by the Unit and confirmed, the selected Unit stakeholder will provide sign-off.

Responsibilities will include the following:

Netsmart agrees to provide support, documentation, and expertise to assist the Unit in completing system configuration tasks. Our goal is to help ensure the system is properly configured, tested, and functioning as intended prior to sign-off.

a) **Identify all system configuration that must be completed by the Unit staff, providing it to the Unit prior to configuration training.**

We will clearly identify all configuration activities that must be completed by Unit staff.

A detailed list will be provided prior to configuration training to help ensure readiness.

b) **Provide detailed system configuration instructions for Unit staff to use when configuring the system.**

Comprehensive configuration guides will be developed for Unit staff.

Instructions will include step-by-step procedures, screenshots, and troubleshooting tips.

c) **Provide training to Unit staff on how to complete all necessary configuration that is identified to be the responsibility of the Unit staff.**

Conduct training sessions (remote or on-site) for Unit staff on all configuration tasks assigned to them.

Training will include hands-on exercises and Q&A to build confidence and proficiency.

d) **Assist the Unit with their configuration tasks when deemed necessary. This may involve helping them to install the appropriate software, set up network configurations, or troubleshoot problems that arise.**

Provide real-time assistance during configuration activities when needed.

e) **Following configuration, complete a quality review to ensure that the setup is correct and complete. Provide feedback to the Unit if there are any necessary changes to be made.**

After configuration is complete, we will perform a **quality review** to validate accuracy and completeness.

Provide feedback and corrective actions, if necessary, before moving forward.

Testing and Sign-Off

Vendor will conduct functional testing to confirm that all configured components perform as intended.

Present results to the Unit for review and obtain **formal sign-off** from the designated stakeholder.

ix. **Assist the Unit with User Role Determination**

Ensure that users have the appropriate level of access to perform their tasks, while also safeguarding sensitive data and system functionality. Complete the user role determination and configuration. Vendor to review and confirm this functionality performs as intended. The necessary user role documentation must be provided to the Unit. Once reviewed by the Unit and confirmed, the selected Unit stakeholder will provide sign-off.

Responsibilities will include the following:

Netsmart agrees to assist the Unit in defining, configuring, and validating user roles to help ensure appropriate access levels for all users while safeguarding sensitive data and system functionality. Our approach aims to ensure compliance with security best practices and operational efficiency.

- **Assist the Unit in defining the different user roles within the system. Each role should have a distinct set of permissions and access levels tailored to the specific responsibilities and requirements of that role.**

    Collaborate with the Unit to identify all distinct user roles within the system.

    Each role will have clearly defined permissions and access levels tailored to its responsibilities.

- **Assist the Unit in assessing the needs and requirements of each user; considering their job duties, responsibilities, and the information they need to access to perform their tasks.**

    Work with Unit stakeholders to evaluate job duties and determine the information and functionality required for each role.

    Help ensure that access is sufficient for operational needs without granting excessive permissions.

- **Assist the Unit in the determination of users to the appropriate roles based on their needs and requirements. Ensure that each user has the necessary permissions to perform their job duties without granting them excessive access that could compromise security.**

    Assist the Unit in mapping individual users to appropriate roles based on their responsibilities.

    Validate that role assignments align with security and compliance requirements.

- **Provide the Unit with a user role and access guide which will provide information on how to configure and manage user roles and permissions in the system.**

    Deliver a **User Role and Access Guide** detailing:

    - Role definitions and associated permissions.
    - Instructions for configuring and managing roles within the system.
    - Best practices for maintaining security and minimizing risk.

Validation and Sign-Off

- Vendor will review and confirm that user role functionality performs as intended.
- Conduct walkthrough sessions with the Unit to demonstrate role-based access.
- Obtain **formal sign-off** from the designated Unit stakeholder after validation.

x. **Obtain Acceptance from the Unit on Design and System Configuration Engage the Unit throughout the design and configuration process, address any concerns or questions raised by the Unit, and gain their formal approval to proceed with the project's next phase. This includes providing configuration and role documentation, addressing concerns, demonstrating responsiveness to those concerns, obtaining formal sign-off, and documenting the next steps. Once all design and initial system configuration concerns have been mitigated and resolved and have been properly documented by the vendor, the selected Unit stakeholder will provide final sign-off. Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, bidder must integrate such tasks into their solution to be perform accordingly.**

Netsmart agrees to engage the Unit throughout the design and configuration process, address all concerns promptly, and secure formal approval before advancing to the next project phase. Our approach helps ensure transparency, responsiveness, and documented accountability.

Responsibilities and Approach

- **Continuous Engagement:**
  - Maintain open communication with the Unit during design and configuration activities.
  - Conduct regular review sessions to validate progress and address questions or concerns.
- **Provide Documentation:**
  - Deliver comprehensive configuration documentation and user role guides for Unit review.
  - Include detailed records of design decisions and configuration changes.
- **Demonstrate Responsiveness:**
  - Address all Unit feedback promptly and document resolutions.
  - Help ensure that any additional tasks required for full functionality are integrated into the solution.
- **Formal Sign-Off:**
  - Conduct a **Final Review and Validation Event** to confirm accuracy of design and configuration.
  - Obtain electronic sign-off from the designated Unit stakeholder once all concerns are resolved.

Final Review and Validation Activities

- **Final Review:**
  - Present the complete system configuration using the Unit's domain.
  - Confirm design decisions and solution workflow.
- **Team Application Training:**
  - Train project team members responsible for testing and validation.
  - Include module SMEs and Order Management functionality.
- **System Testing Preparation:**
  - Provide starter test scripts and guidance on customizing them.

- o   Review testing principles, policies, and procedures.
- **Training Plan Development:**
  - o   Collaborate with the Unit to refine the Training Plan for end-user readiness.
  - o   Address strategies, resources, timelines, and logistics.

Flexibility

- Training and validation sessions can be conducted **on-site or remotely**, allowing Super Users and testers to choose their preferred format.

Client Responsibilities

- Participate in Final Review and Validation events.
- Validate design and configuration decisions.
- Customize test scripts and training materials.
- Provide sign-off on design and configuration.

e. **Development and Testing Please describe an approach and methodology incorporating the items below respective to each task listed in i. through viii:**

Netsmart agrees to implement a structured approach to development and testing that helps ensure quality, transparency, and compliance with project requirements. Our methodology incorporates industry best practices and proven tools to deliver a reliable and secure solution.

- **Testing;**
  - **Multi-Phase Testing Approach:**
    - o   **Unit Testing:** Conducted during development to validate individual components.
    - o   **Integration Testing:** Helps ensure modules work together seamlessly.
    - o   **System Testing:** Verifies end-to-end functionality against requirements.
    - o   **User Acceptance Testing (UAT):** Conducted with Unit stakeholders to confirm readiness for production.
  - Testing will be performed in a **dedicated non-production environment** using sanitized or synthetic data.
- **Quality management;**
  - Guided by our **Quality Control Plan**, which is part of the Project Charter.
  - Focus areas:
    - o   **Quality Planning:** Define standards and acceptance criteria.
    - o   **Quality Assurance:** Monitor adherence to processes throughout the lifecycle.
    - o   **Quality Control:** Validate deliverables against requirements before sign-off.
  - Persistent quality assessment helps ensure deliverables meet stated objectives and milestones.
- **Collaboration and acceptance process;**
  - Engage the Unit throughout development and testing phases.
  - Conduct **informal walkthroughs** and **formal review sessions** for all major deliverables.

- Document feedback and resolutions in the **Requirements Traceability Matrix (RTM)**.
- Obtain **formal sign-off** from designated Unit stakeholders before moving to the next phase.

- **Release and known issue documentation; and**
  - Each release will include:
    - **Release Notes:** Detailing new features, enhancements, and fixes.
    - **Known Issues Log:** Documenting any unresolved items with mitigation plans.
  - Documentation will be shared with the Unit prior to deployment for transparency.

- **Any tool(s) used for testing and defect tracking.**
  - **Testing Tools:** Automated and manual testing frameworks to validate functionality.
  - **Defect Tracking:** Industry-standard tools (e.g., Jira or equivalent) for logging, prioritizing, and resolving issues.
  - All defects will be tracked through resolution and documented for audit purposes.

Quality Management Integration

- Our approach aligns with PMI best practices and leverages proven templates for:
  - Communication
  - Risk management
  - Staffing
  - Training
  - Testing
  - Configuration
- The **Solutions Architect and Project Manager** will oversee design and configuration testing to help ensure compliance with quality standards.

i. **Complete all Necessary Custom Development Complete custom development on all requirements that require custom development. Once the custom development is complete, has been tested by the vendor, and performs as intended it will be tested by the Unit and confirmed, the selected Unit stakeholder will provide sign-off.**

We agree to complete all development and configuration activities as detailed in the **Functional Specifications**, **Technical Specifications**, and the approved **Software Requirement Specification (SRS)** documents. Our approach helps ensure that all custom requirements are implemented accurately, tested thoroughly, and validated by the Unit before sign-off.

Scope of Work

- **Custom Development:**
  - Implement all functionality identified as requiring custom development beyond standard configuration.
  - Adhere to approved design specifications and coding standards to help ensure maintainability and security.

- **Testing by Vendor:**
  - Perform comprehensive unit, integration, and system testing to confirm that custom components function as intended.
  - Document test results and provide them to the Unit for review.
- **Unit Validation and Sign-Off:**
  - After vendor testing, the Unit will conduct its own validation.
  - Address any issues identified during Unit testing promptly.
  - Obtain **formal sign-off** from the designated Unit stakeholder once all concerns are resolved.

Quality Assurance

- All custom development will follow:
  - **Change control procedures** for any modifications post-approval.
  - **Requirements Traceability Matrix (RTM)** to help ensure alignment with project requirements.
  - **Coding standards and best practices** for security and performance.

ii. **Complete all Necessary Reports**

Ensure all reports that are necessary and not created or adjusted by the Unit using the report builder tool, are completed, and tested by the vendor prior to go-live. The necessary reports will be completed and tested by the vendor and perform as intended. Once the reports are tested by the Unit and confirmed, the selected Unit stakeholder will provide sign-off.

Netsmart agrees to develop and deliver all required reports as outlined in the **Functional Specifications** and approved in the **Software Requirement Specification (SRS)** documentation. Our approach helps ensure that all reports are accurate, tested, and ready for use prior to Go-Live.

Scope of Work

- **Report Development:**
  - Create all reports that cannot be built or modified by the Unit using the report builder tool.
  - Help ensure reports meet business requirements and comply with data security standards.
- **Testing by Vendor:**
  - Perform thorough validation of each report to confirm accuracy, performance, and alignment with requirements.
  - Document test results and share with the Unit for review.
- **Unit Review and Sign-Off:**
  - Provide completed reports to the Unit for testing and confirmation.
  - Address any feedback promptly and finalize reports for production.
  - Obtain **formal sign-off** from the designated Unit stakeholder once all reports perform as intended.

Quality Assurance

- Reports will be developed using:
    - **Standardized templates** for consistency.
    - **Change control procedures** for any modifications post-approval.
- Maintain full traceability through the **Requirements Traceability Matrix (RTM)**.

iii. **Complete all Necessary Integrations (Interfaces, Imports, and Exports) Establish connections, data exchange mechanisms, and protocols to ensure efficient and reliable information flow between the new system and all required external systems and services. The system must support both current and future integrations, including ongoing batch imports of digitized records and images from the current and ongoing Vital Records Digitization Project. As new records are scanned, they must be automatically indexed and imported into the system for seamless access and archival utilization. Convert all existing interfaces, imports and exports with changes as needed to integrate with the new system. The necessary interfaces, imports, and exports will be completed and tested by the vendor and perform as intended. Once the interfaces, imports, and exports are tested by the Unit and confirmed, the selected Unit stakeholder will provide sign-off. The system must support the ability to import and export data using common file types such as XML, JSON, CSV, XLSX, TXT, and PDF. These formats are specified in the technical specifications and functional requirements and must be supported for both standard and ad hoc data transfers, which may include complete or partial records. Additionally, the system must support FHIR messaging as required by CDC standards and interoperability guidelines.**

Netsmart agrees to establish and configure all required **interfaces, imports, and exports** as outlined in the **Functional Specifications** and approved in the **Software Requirement Specification (SRS)** documentation. Our approach helps ensures efficient, secure, and reliable data exchange between the new system and all external systems and services.

Scope of Work

- **Integration Development:**
    - Implement all necessary connections and protocols for seamless interoperability.
    - Support both **current and future integrations**, including ongoing batch imports of digitized records and images from the Vital Records Digitization Project.
    - Help ensure that newly scanned records are automatically indexed and imported for archival and real-time access.
- **Conversion of Existing Interfaces:**
    - Review all existing interfaces, imports, and exports.
    - Update or rebuild them as needed to integrate with the new system architecture.
- **Supported Data Formats:**
    - Enable import/export using **XML, JSON, CSV, XLSX, TXT, and PDF** for standard and ad hoc transfers.
    - Support **complete or partial record transfers** as specified in technical requirements.
    - Implement **FHIR messaging** to meet CDC interoperability standards.

Testing and Validation

- Vendor will:
  - Conduct comprehensive testing of all integrations to confirm functionality and performance.
  - Validate automated indexing and import processes for digitized records.
  - Document test results and share with the Unit for review.
- **Unit Review and Sign-Off:**
  - Provide completed integrations for Unit testing and confirmation.
  - Address feedback promptly and finalize integrations for production.
  - Obtain **formal sign-off** from the designated Unit stakeholder.

Quality Assurance

- All integration activities will follow:
  - **Change control procedures** for any modifications post-approval.
  - Full traceability through the **Requirements Traceability Matrix (RTM)**.
  - Security best practices for data exchange and interoperability.

iv. **Develop a Testing Plan**

Netsmart acknowledges and agrees to the requirements outlined in Section IV of the RFP regarding the development and execution of a comprehensive Testing Plan. As part of our commitment to quality, collaboration, and compliance, we will work closely with the State's Vital Records Unit to help ensure the system is thoroughly tested and validated prior to production deployment.

a) **Outline the plan for testing the system's functionality, performance, compatibility, and integrations; including high-level tasks and timelines.**

In collaboration with the State, Netsmart will develop a detailed Testing Plan that outlines the approach for validating system functionality, performance, compatibility, and integrations. This plan will include:

- Defined testing phases (unit, system, integration, user acceptance)
- High-level tasks and milestones
- Estimated timelines aligned with the overall project schedule
- Identification of dependencies and resource requirements

b) **Develop, in collaboration with the Unit, a System Test Plan that describes the vendor's system testing approach and includes at a minimum each of the following:**

In collaboration with the State, Netsmart will assist in the development of a System Test Plan that includes, at a minimum, the following components:

  - **Test coverage;**

    Helping ensure all functional and technical requirements are addressed.

  - **Walkthroughs and inspections;**

    Conducted at key milestones to validate readiness.

- o **Entrance criteria;**

  Clearly defined for each testing phase.

- o **Exit criteria;**

  Clearly defined for each testing phase.

- o **Configuration management;**

  Version control and environment tracking.

- o **Testing documentation;**

  Including test cases, and scripts.

- o **Process steps;**

  Detailed steps for executing and validating tests.

- o **Inputs to system testing;**

  Defined for each test scenario.

- o **Outputs to system testing;**

  Defined for each test scenario.

- o **Metrics;**

  To measure test progress and quality.

- o **Pass/fail criteria;**

  Based on requirement validation and defect severity.

- o **Suspension criteria and resumption requirements;**

  For managing test interruptions.

- o **Testing deliverables;**

  Including test reports, defect logs, and sign-off documents.

- o **Testing activities;**

  Scheduled and tracked throughout the lifecycle.

- o **Resource role and responsibilities;**

  Clearly assigned across vendor and State teams.

- o **Testing tools;**

  Utilized for test management, automation, and reporting.

- o **Acceptance criteria shall include but is not limited to; no high or critical defects in code released to production and production releases will be promoted if more than 5% of requirements have an open defect.**

  Including no high or critical defects in production releases and no more than 5% of requirements with open defects at go-live.

c) **Gather the Unit's feedback on content and functionality and make all necessary changes as requested to meet the needs of the Unit's requirements of the RFP on an agreed upon timeline.**

Netsmart will actively gather feedback from the Unit on the content and functionality of the system throughout the testing process. All requested changes will be addressed in a timely manner and incorporated into the system per an agreed-upon timeline.

d) **The testing plan will be developed, maintained, and followed by the vendor. If a change is made to the plan following the initial signature, the plan must be reviewed and electronically signed by the selected Unit stakeholder.**

The Testing Plan will be developed, maintained, and followed by Netsmart. Any changes to the plan after initial approval will be submitted for review and electronic signature by the designated Unit stakeholder to help ensure transparency and alignment.

v. **Execute and Evaluate Testing**

Complete all necessary vendor led testing efforts. Conduct testing according to the defined plan and record results. Analyze test results to identify issues, defects, and areas that require improvement. Collaborate with developers to fix issues and address performance issues. The Unit reserves the right to conduct independent testing of the system at any time. The vendor must cooperate with the Unit or its designee, and provide data, and technical support for independent testing. Once the necessary vendor led testing is complete, has been evaluated by the vendor, and performs as intended the Unit will review and confirm and the selected Unit stakeholder will provide sign-off.

Testing should include the following:

a) **Functionality Verify that the system is working as expected, taking into account the needs and requirements of the Unit. This will include regression testing for each upgrade that is released throughout the project prior to implementation. It should also include reliability testing to find system weaknesses to reduce the number of failures during deployment.**

b) **Performance Verify that the performance of each system module works as expected; testing bandwidth performance expected in the work process. This will include load, stress, failure, and recovery tests.**

c) **Compatibility Verify that the browsers, devices, platforms, and operating systems are working as expected. This will include possible kiosks, possible card scanners, printers, mobile devices, operating systems, and browsers. Coordinate with the Unit and specific system component vendors to conduct integration testing. All inbound and outbound interfaces must be tested to ensure accurate and secure data transmission.**

d) **Security**
   o **Help conduct regular penetration testing.**
   o **Help conduct regular security audits.**

e) **Accessibility**
   o **Provide Unit resources or their designee access to test cases, test results, and defect tracking via online tool(s). The Unit reserves the right to inspect artifacts and results at any time.**
   o **Ensure the SIT environment is available prior to UAT availability to facilitate interface testing with the Unit as provided in the Project Work Plan.**

Netsmart agrees to fully execute and evaluate all vendor-led testing efforts in accordance with the approved Testing Plan. We are committed to a collaborative, transparent, and quality-driven testing process that help ensures the system performs as intended and meets the expectations of the State's Vital Records Unit.

We will conduct testing activities in alignment with the defined plan, including the documentation of results, analysis of findings, and resolution of any identified issues. Our team will work closely with developers to address defects and performance concerns in a timely and efficient manner.

We acknowledge and support the Unit's right to conduct independent testing at any time. Netsmart will provide full cooperation, including access to data, technical support, and testing artifacts, to the Unit or its designated representatives.

Once vendor-led testing is complete and the system meets the defined performance and quality standards, we will submit the results for review. Final sign-off will be requested from the designated Unit stakeholder upon confirmation that the system performs as intended.

Netsmart conducts all penetration and security testing internally as part of our secure software development lifecycle and hosting protocols. As the hosting provider, we maintain strict controls over the infrastructure and application layers, and we perform regular vulnerability assessments, penetration tests, and security audits using industry-standard tools and methodologies.

Due to the nature of our hosted environment and the need to preserve the integrity and security of our multi-tenant infrastructure, **independent penetration testing by external parties, including the State, is not permitted**. However, Netsmart is committed to transparency and will provide the State a copy of the Netsmart SSAE18 SOC 2 Type 2 Report on an annual basis.

vi. **Document Testing Results**

Document testing results: summarize testing activities, testing results, and identify defects. A detailed testing results report will be developed by the vendor. Once reviewed by the Unit and confirmed, the selected Unit stakeholder will provide sign-off.

Netsmart agrees to document all testing activities and results in detail to help ensure transparency, traceability, and quality assurance throughout the project lifecycle.

Scope of Work

- **Testing Summary:**
  - o Provide a comprehensive overview of all testing phases, including unit, integration, system, and UAT.

- **Results Documentation:**
  - o Record outcomes for each test case, including pass/fail status and performance metrics.

- **Defect Identification:**
  - o Log all defects discovered during testing, including severity, root cause, and resolution status.

Deliverable

- A **Detailed Testing Results Report** will be developed by the vendor, including:
  - o Test execution details.
  - o Defect tracking and resolution history.
  - o Confirmation of compliance with functional and technical specifications.

Review and Sign-Off

- The report will be submitted to the Unit for review.
- Address any feedback promptly and finalize documentation.
- Obtain **formal sign-off** from the designated Unit stakeholder once confirmed.

viii. **Assist the Unit with User Acceptance Testing (UAT)**

The system must have a User Acceptance Testing (UAT) environment completed and fully accessible to users no later than twelve (12) consecutive months after the Kick-off meeting.

Assist the Unit with their User Acceptance Testing (UAT) efforts, from planning to execution to post-UAT support. The UAT will be completed, and all defects should be captured by the vendor. Once defects and mitigation plans are reviewed by the Unit and confirmed, the selected Unit stakeholder will provide sign-off.

Responsibilities will include the following:

Netsmart agrees to assist the Unit with all aspects of **User Acceptance Testing (UAT)**, ensuring that the system is validated against business requirements and ready for production. Our approach helps guarantee that UAT is well-planned, executed efficiently, and supported with timely defect resolution.

a) **Assist the Unit in executing the UAT plan, answer questions, and resolve any technical issues that arise.**

A fully configured **UAT environment** will be established and accessible to users no later than **twelve (12) consecutive months after the Kick-off meeting**, as required.

The environment will mirror production settings while using sanitized or synthetic data to maintain security.

b) **Collaborate with the Unit to capture and document identified defects, including clear descriptions, steps to reproduce, and severity levels.**

Support the Unit in executing the UAT plan by:

- Answering questions during testing sessions.
- Resolving technical issues promptly.
- Providing guidance on test script execution and validation steps.

c) **Work with the development team to prioritize and resolve defects identified during UAT, ensuring timely fixes and feedback to the testers.**

Collaborate with the Unit to document all identified defects, including:

- Clear descriptions.
- Steps to reproduce.
- Severity levels and impact analysis.

Maintain a **Defect Log** in an industry-standard tracking tool (e.g., Jira or equivalent).

d) **Provide the Unit with defect resolution status.**

Work closely with the development team to prioritize and resolve defects identified during UAT.

Provide the Unit with regular updates on defect resolution status and timelines.

e) **Ensure the UAT environment is available before UAT scheduled start date as provided in the Project Work Plan.**

Help ensure all defects and mitigation plans are reviewed and confirmed by the Unit.

Obtain **formal sign-off** from the designated Unit stakeholder once UAT is complete and all issues are addressed.

Quality Assurance

UAT activities will follow the **Quality Management Plan** and align with the **Requirements Traceability Matrix (RTM)** to help ensure all requirements are validated.

Testing results and defect resolution will be documented for audit and compliance purposes.

ix. **Obtain Acceptance from the Unit on Testing Results**

Present the testing findings, address any concerns or questions raised by the Unit, and gain their formal approval to proceed with the project's next phase. This includes preparing and presenting a comprehensive testing report, addressing concerns, and demonstrating responsiveness to those concerns, obtaining formal sign-off, and documenting the next steps. All testing concerns must be mitigated and resolved and be properly documented by the vendor, the selected Unit stakeholder will provide final sign-off.

  a) **Critical and high defects must be corrected prior to go-live. All other defects will be reviewed and have an agreed upon remediation approach by the vendor and the Unit.**

  b) **Bidders proposing a solution must ensure the SIT and UAT environments are available at least ninety-nine percent (99%) of the time during the project testing phase. Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, bidder must integrate such tasks into their solution to be perform accordingly.**

Netsmart agrees to present comprehensive testing findings to the Unit, address all concerns promptly, and secure formal approval before advancing to the next project phase. Our approach helps ensure transparency, responsiveness, and documented accountability.

Responsibilities and Approach

Prepare and Present Testing Report:

Develop a detailed report summarizing all testing activities, results, and defect resolutions.

Include metrics for test coverage, defect severity, and remediation status.

Address Concerns and Questions:

Respond promptly to Unit feedback and document all resolutions.

Help ensure that any additional tasks required for full functionality are integrated into the solution.

Formal Sign-Off:

Obtain electronic sign-off from the designated Unit stakeholder once all testing concerns are mitigated and documented.

Defect Management

Critical and High Severity Defects:

Must be corrected prior to Go-Live.

Other Defects:

Will be reviewed with the Unit and have an agreed-upon remediation approach documented.

Environment Availability

Help ensure SIT and UAT environments are available at least 99% of the time during the testing phase to support uninterrupted validation.

Documentation

Testing report will include:

- o Test execution details.
- o Defect logs and resolution status.
- o Next steps for deployment readiness.

f. **Data/File Migration**

Please describe an approach and methodology for each task listed in i. through v:

Netsmart uses specific tools for data conversion that are designed to define the conversion process, document the conversion, repair some types of corrupt data, flag the records with specific errors found, identify converted records as converted, convert data for transport to customers, and efficiently load data at the customer site. The software supports both comma-delimited flat files and fixed position flat files, ADO databases, and spreadsheets. Detailed configuration/ data validation reports are built with each update of converted data.

Netsmart will help State of Nebraska Department of Health and Human Services create a GAP Analysis document for the data migration with a detailed field map showing each column in customer data and what tables and fields the data will be stored in, including any code conversions and lookups. State of Nebraska Department of Health and Human Services then export the data in the agreed format for Netsmart to convert. Netsmart strongly suggests using the IJE STEVE (Standardized Interjurisdictional STEVE Extract) format for the Event data if available. All additional fields can be appended to the end of this file, or additional files can be used. Each row in the file(s) will contain the complete data set for each record. If a separate file is used, a link will be created between files; this will probably be the State of Nebraska Department of Health and Human Services Number or some other unique identifier in the record.

Joint Application Development "JAD" sessions will be implemented to facilitate the smooth conversion of the Commonwealth's legacy data.

Each event will be considered a separate unit to be configured. The time to complete the conversions will vary based on the event size (number of fields in the event) and the complexity of the conversion and anomalies found. Older data will be more challenging, but we have handled data from 1900 – present with minimal issues. Once an event is completed, work can begin on the next event.

The Deliverable expectation for the Data Conversion and Migration Section of the Final Review and Validation Phase requires the following Netsmart Activities:

- Data Conversion Plan
- Successful Conversion of all legacy data files
- Migration of all Images

i.   **Develop a Data/File Conversion and Migration Plan**

Provide details regarding how the vendor will conduct the data/file conversion and migration, such conversions and migration should include image and document file types as well. The comprehensive data/file conversion and migration plan will be developed, maintained, and followed by the vendor. If a change is made to the plan following the initial signature, the plan must be reviewed and electronically signed by the selected Unit stakeholder. Once the plans are reviewed by the Unit and confirmed, the selected Unit stakeholder will provide sign-off.

The key aspects of the plan should include the following:

Netsmart agrees to develop, maintain, and follow a comprehensive **Data/File Conversion and Migration Plan** prior to initiating any migration activities. This plan will help ensure accurate, secure, and efficient conversion and migration of all data and file types—including images and documents—into the new system. Any changes to the plan after initial approval will be reviewed and electronically signed by the designated Unit stakeholder.

a)   **Data/File Conversion Process**

Describe the data/file conversion process and explain the process of transforming data and files from one format or architecture to another.

Define the process for transforming data and files from legacy formats or architectures into formats compatible with the new system.

Utilize specialized tools to:

- Validate data integrity.
- Repair corrupt records where possible.
- Flag errors for review.
- Document conversion steps for audit purposes.

b)   **Data/File Migration Process**

Describe the data/file migration process and explain the process of moving data and files from the current system to the new system.

Outline the steps for securely transferring data and files from the current system to the new system.

Include migration of digitized records and images from the **Vital Records Digitization Project**, ensuring automatic indexing and archival access for newly scanned records.

Support common file types such as **XML, JSON, CSV, XLSX, TXT, and PDF**, as well as FHIR messaging for interoperability.

c)   **Roles and Responsibilities**

Define the roles and responsibilities for those responsible for data/file conversion and migration tasks.

Clearly define responsibilities for vendor and Unit staff during conversion and migration activities.

Assign accountability for data extraction, validation, transformation, and loading.

d) **Tasks and Timeline**

Identify specific tasks needed to be completed for the conversion and migration, assign due dates and task owners.

Provide a detailed task list with due dates and task owners.

Include milestones for:

- GAP Analysis and field mapping.
- Data extraction and validation.
- Conversion and migration execution.
- Post-migration verification.

e) **Contingency**

Describe the approach to any foreseeable obstacles regarding data migration during the transition period. Include information about contingency procedures in the event of an unsuccessful cutover.

Identify potential obstacles and mitigation strategies.

Define rollback procedures in case of unsuccessful cutover to help ensure business continuity.

Tools and Methodology

Use proven data conversion tools that support:

- Comma-delimited and fixed-position flat files.
- ADO databases and spreadsheets.

Generate detailed validation reports with each update of converted data.

Implement **Joint Application Development (JAD) sessions** for collaborative planning and issue resolution.

Deliverables

- **Data Conversion Plan** approved by the Unit.
- Successful conversion of all legacy data files.
- Migration of all associated images and documents.
- Documentation of all processes and validation results.

ii. **Develop a Conversion Mapping Guide**

Develop a guide for the data/file conversion to transform data and files from one format or architecture to another, ensuring compatibility with the target system. Provide data layout documentation to the Unit. The detailed conversion and mapping guide shall be developed and followed by the vendor. Once the Guide has been reviewed by the Unit and confirmed, the selected Unit stakeholder will provide sign-off.

The key aspects of the plan should include the following:

Netsmart agrees to develop, maintain, and follow a comprehensive **Conversion Mapping Guide** to help ensure accurate transformation of data and files from legacy formats to the new system architecture. This guide will provide detailed mapping, conversion logic, and validation procedures to help guarantee compatibility and integrity. Once reviewed and approved by the Unit, the designated stakeholder will provide formal sign-off.

a) **Data Inventory**

List all data sources, file types, and formats involved in the conversion. Describe data structures, field definitions, and relationships. Identify any unique or complex data elements requiring special handling.

Compile a complete inventory of all data sources, file types, and formats involved in the conversion.

Document:

- Data structures and field definitions.
- Relationships between tables and records.
- Unique or complex data elements requiring special handling.

b) **Data Mapping**

Create detailed maps showing how data elements from the old system correspond to fields in the new system. Address differences in data structures, field names, data types, and coding schemes Explain any data transformations or calculations required during conversion.

Ceate detailed mapping tables showing how legacy data elements correspond to fields in the new system.

Address:

- Differences in data structures, field names, data types, and coding schemes.
- Any required transformations or calculations during conversion.

c) **Conversion Logic**

Outline the steps involved in the conversion process, including data extraction from source systems, data cleaning and validation, data transformation and mapping, and loading data into the new system. Specify any tools, scripts, or software used for conversion.

Outline the step-by-step process for:

- Data extraction from source systems.
- Data cleaning and validation.
- Transformation and mapping.
- Loading into the new system.

Specify tools, scripts, and software used for conversion (e.g., Netsmart's proprietary conversion tools supporting flat files, ADO databases, and spreadsheets).

d) **Testing and Validation**

Describe testing procedures to ensure data accuracy and completeness after conversion. Define acceptance criteria for successful conversion. Outline processes for error handling and data reconciliation.

Define testing procedures to help ensure:

- Data accuracy and completeness post-conversion.
- Acceptance criteria for successful migration.

Include error handling and reconciliation processes for anomalies.

e) Documentation

Provide instructions for conversion team members. Include screenshots, examples, and decision trees for complex mappings. Document any assumptions, limitations, or known issues.

Provide clear instructions for conversion team members, including:

- Screenshots and examples.
- Decision trees for complex mappings.
- Documentation of assumptions, limitations, and known issues.

Deliverables

Conversion Mapping Guide approved by the Unit.

Data layout documentation for all mapped fields.

Updated mapping and logic documentation for any changes post-approval.

iii. **Perform the Data/File Conversion and Migration**

Transform data and files from one format or architecture to another following the mapping guide so that it is compatible with the target system. Move all data and files to the new database(s).

Once the vendor and unit stakeholder have tested and confirmed that the data/file conversion and migration are complete, the selected unit stakeholder will sign-off.

Netsmart agree to execute the **data and file conversion and migration** process in accordance with the approved **Conversion Mapping Guide** and **Data/File Conversion and Migration Plan**. Our approach helps ensure that all data and files are accurately transformed, validated, and migrated to the new system architecture for full compatibility.

Scope of Work

Data Transformation:

- Convert all legacy data and files—including images and documents—into formats compatible with the target system.
- Apply all mapping rules, transformations, and validations as documented in the approved Conversion Mapping Guide.

Data Migration:

- Move all converted data and files into the new database(s) securely and efficiently.
- Maintain data integrity and relationships during migration.

Testing and Validation

Vendor will:

- Conduct thorough testing to confirm accuracy, completeness, and functionality of migrated data.
- Validate that all records, images, and associated metadata are properly indexed and accessible in the new system.
- Document results and share with the Unit for review.

Unit Review and Sign-Off:

- Collaborate with the Unit to confirm successful migration.
- Address any discrepancies promptly.
- Obtain **formal sign-off** from the designated Unit stakeholder once all concerns are resolved.

iv. **Provide a Data/File Conversion and Migration Results Report**

Present key conversion metrics to the Unit and stakeholders using tables, charts, and graphs to visually represent the results. Highlight any potential concerns regarding the conversion process. Once a detailed conversion results report is developed, maintained, and followed by the vendor throughout the completion of the Burn-in period, the report must be reviewed and confirmed, the selected Unit stakeholder will provide sign-off.

The key aspects of the report should include the following:

Netsmart agrees to develop, maintain, and present a comprehensive **Data/File Conversion and Migration Results Report** to the Unit and stakeholders upon completion of the conversion and migration process. This report will summarize key metrics, highlight any concerns, and provide supporting documentation for transparency and validation. Once reviewed and confirmed by the Unit, the designated stakeholder will provide formal sign-off.

a) **Number of records successfully converted.**

Provide total counts of records and files migrated successfully to the new system.

b) **Number of records with errors or inconsistencies.**

Document any records flagged during conversion for errors or anomalies.

c) **Details of any data discrepancies encountered and how they were handled.**

Include descriptions of discrepancies encountered and corrective actions taken.

d) **Performance statistics of the conversion process (e.g., processing time, resource usage).**

Present metrics such as:

- Processing time per batch.
- Resource utilization during conversion.
- Throughput and efficiency benchmarks.

e) **Additional details or supporting documentation, such as detailed data mapping tables, sample error logs, results, and system configuration logs.**

Attach:

- Detailed data mapping tables.
- Sample error logs and resolution notes.
- System configuration logs.
- Screenshots and validation reports.

Screenshots and validation reports.

Presentation Format

- Use **tables, charts, and graphs** to visually represent conversion results for clarity.

- Highlight any potential concerns and mitigation strategies.

Review and Sign-Off

- Submit the report for Unit review during the **Burn-in period**.

- Address feedback promptly and finalize documentation.

- Obtain **formal sign-off** from the designated Unit stakeholder once all concerns are resolved.

v. **Obtain Acceptance from the Unit on Data/File Conversion and Migration Results**

Present the final data migration results, address any concerns or questions raised by the Unit, and gain their formal approval to proceed with the project's next phase. This includes addressing concerns, demonstrating responsiveness to those concerns, obtaining formal sign-off, and documenting the next steps.

Once the data/file conversion and migration is complete, all concerns are mitigated and resolved and have been properly documented by the vendor, the selected Unit stakeholder will provide final sign-off.

Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, bidder must integrate such tasks into their solution to be performed accordingly.

Netsmart agrees to present the **final data/file conversion and migration results** to the Unit, address all concerns promptly, and secure formal approval before advancing to the next project phase. Our approach helps ensure transparency, responsiveness, and documented accountability throughout the process.

Responsibilities and Approach

Present Final Results:

Share a comprehensive **Data/File Conversion and Migration Results Report** including:

- Number of records successfully converted.

- Records with errors or inconsistencies.

- Details of discrepancies and resolutions.

- Performance metrics and supporting documentation.

Address Concerns and Questions:

- Respond promptly to Unit feedback and document all resolutions.

- Integrate any additional tasks required to achieve full functionality into the solution.

Formal Sign-Off:

Obtain electronic sign-off from the designated Unit stakeholder once:

- All concerns are mitigated and resolved.

- Documentation is complete and validated.

Defect and Issue Management

- Any anomalies identified during validation will be corrected prior to sign-off.

- Maintain full traceability through the **Conversion Mapping Guide** and **Requirements Traceability Matrix (RTM)**.

Next Steps Documentation

Clearly outline subsequent activities following acceptance, including:

    a. Transition to system testing and UAT.

    b. Final configuration adjustments.

    c. Go-Live readiness tasks.

g. **Training Please describe an approach and methodology incorporating the items below respective to each task listed in i. through iii: • Training; • Help and training documentation; and • Any built-in online help system and online training available to system users (internal/external).**

Netsmart agrees to develop and deliver a comprehensive **Training Plan** that helps ensure all internal and external users gain a solid understanding of the system and its functionality. Our approach is designed to meet the Unit's unique business needs and support successful adoption of the solution.

- **Training**

  Train-the-Trainer Model:

  - Conduct in-depth workshops to prepare designated Unit staff to serve as trainers.
  - Cover application functionality, role-based workflows, and effective training techniques.

  Role-Based Training:

  - Tailor sessions for different user roles, including system administrators, program staff, and external stakeholders.

  Flexible Formats:

  - Instructor-led sessions (on-site or remote).
  - Web-based training modules for self-paced learning.

- **Help and Training Documentation**

  Provide comprehensive training materials in both **hard copy and electronic formats**, including:

  - Step-by-step guides.
  - Screenshots and examples.
  - FAQs and troubleshooting tips.

  Documentation will be updated throughout the project lifecycle to reflect system changes.

- **Built-In Online Help and Training Resources**

  - Enable **online help features** within the system for quick reference.
  - Provide access to **web-based training modules** for ongoing learning and refresher sessions.
  - Include searchable knowledge base and role-specific tutorials.

Training Plan Components

- **Structure and Methodology:** Overview of training approach and delivery methods.
- **Role-Based Curriculum:** Customized content for each user group.
- **Adult Learning Principles:** Strategies for engagement and retention.
- **Presentation Tips:** Guidance for trainers to effectively deliver content.

- **Evaluation and Assessment:** Post-training surveys and performance checks to measure effectiveness.

Additional Support

- Trainers will receive **comprehensive training packets** (hard copy and electronic).
- System administration staff will receive specialized training covering advanced configuration and maintenance tasks.

i. **Coordinate and Facilitate On-Site Training Instruction**

NOTE: On-site training to be provided one to two months prior to go-live. Provide users and administrators with train-the-trainer system training on-site, including general use, reporting, report writing, database administration and modification, descriptions/definitions of all database tables and fields (including possible field values), record management and modification, and other key topics requested by the Unit.

Vendor shall plan to have all key staff on-site throughout the duration of the vendor-led training session. All corresponding training materials and notes will be provided to the Unit for internal, external, and system admin users.

The vendor will inform the Unit of any equipment needed to implement hands-on training. Vendor should utilize a variety of delivery methods including online self-paced training presentations, in-person classroom instruction, written material, and demonstrations.

The key aspects of the training should include the following:

a) Overview and navigation of the selected system.

b) Provide end-to-end role-based training, including all system admin tools and any potential third-party functionality.

c) Process for internal users to engage vendor support channels.

d) System upgrade training any time new functionality is introduced.

Following the completion of on-site training, Unit members will be completing a survey to provide feedback confirming effectiveness in the sessions. Should the results of the survey yield information that indicates the sessions had shortfalls and supplemental training and/or information is needed, the state reserves the right to request additional on-site or remote training at no additional charge.

Once the results of the survey indicate the standard for sufficient training has been met and/or any additional necessary supplemental training has been reviewed and confirmed by the unit, the selected Unit stakeholder will provide sign-off.

Netsmart agrees to provide comprehensive **on-site training** one to two months prior to Go-Live, ensuring that all internal, external, and system administration users are fully prepared to utilize the system effectively. Our approach combines hands-on instruction, role-based learning, and multiple delivery methods to meet the Unit's training objectives.

Training Approach and Methodology

On-Site Train-the-Trainer Sessions

Conduct in-person workshops for designated Unit trainers covering:

- General system use and navigation.
- Reporting and report writing.
- Database administration and modification.
- Detailed descriptions of all database tables, fields, and possible field values.

- Record management and modification processes.

Trainers will receive **hard-copy and electronic training packets** including all materials and notes.

Role-Based Training

Deliver end-to-end training for all user roles, including:

- System administrators.
- Internal staff.
- External stakeholders.

Cover system admin tools and any integrated third-party functionality.

Delivery Methods

- Instructor-led classroom sessions (on-site).
- Online self-paced training modules.
- Written documentation and demonstrations.
- Built-in online help system for ongoing support.

Key Training Topics

- **System Overview and Navigation**
- **Role-Based Functionality and Workflows**
- **Vendor Support Engagement Process**
- **System Upgrade Training** for new functionality post-Go-Live.

Logistics and Support

- Vendor will help ensure all key staff are on-site during training sessions.
- Provide the Unit with a list of required equipment for hands-on training.
- Offer supplemental training (on-site or remote) at no additional cost if post-training surveys indicate gaps.

Feedback and Sign-Off

- Unit members will complete a post-training survey to confirm effectiveness.
- Address any identified shortfalls promptly and provide additional training as needed.
- Obtain **formal sign-off** from the designated Unit stakeholder once training standards are met.

ii. **Provide Online Reference Training Materials for Administrator and User Manuals**

Vendor to provide users with training documentation including system features, feature definitions, functionality, configuration, options, and step-by-step instructions describing how to implement changes to the current configuration. The Unit should have 24x7 access to all reference materials (e.g., Requirements Matrices, Manuals, System Documentation, System Design Documentation, User Documentation, Business Rules Catalog, and Training Materials) and the vendor will update all project documentation as necessary throughout all phases of the project. Training materials for DHHS-led training must be received by the Unit for review and approval in accordance with the appropriate date as agreed upon in the Project Plan and within a timeframe that corresponds with scheduled training. Changes to previous version must be identified for ease of review of the changes. A complete set of training materials and documentation will be developed and maintained by the vendor. The materials and documentation must be reviewed by the Unit and electronically signed by the selected Unit stakeholder.

The key aspects of the vendor's materials and/or documentation should include the following:

Netsmart agrees to develop, maintain, and provide comprehensive **online reference training materials** for administrators and end-users, ensuring 24x7 access to all documentation throughout the project lifecycle. These materials will be updated as necessary and reviewed by the Unit for approval prior to scheduled training sessions. All revisions will be clearly identified for ease of review.

a) **Operations manuals which shall provide guidelines for the operation and use of the System and/or System component(s) containing the policies, processes, and workflows for the System and/or System component(s).**

Detailed guidelines for system operation and use, including policies, processes, and workflows for each system component.

b) **A data dictionary that contains field definitions and formats as well as database names and descriptions, database table, field type and length, valid values, and their corresponding descriptions.**

Complete definitions of all database fields, formats, valid values, and descriptions.

Includes database names, tables, field types, lengths, and coding schemes.

c) **Step-by-step procedures for completing functions in the system.**

Instructions for completing all system functions, including configuration changes and report generation.

d) **System documentation, including but not limited to:**

- o **process documentation for upgrading the system.**
- o **Bidders proposing a solution shall provide specifications for each system environment.**

Upgrade process documentation.

Specifications for each system environment.

Configuration and maintenance procedures.

e) Manuals that help users understand the purpose and operation of the system/system component(s) for each business process/major program/functional area.

Manuals tailored to each business process, major program, and functional area.

Includes navigation, policies, and procedures.

f) Acronyms used in user instructions must be identified and must be consistent with windows, screens, reports, and the data element dictionary.

Acronyms and abbreviations will be consistent across screens, reports, and documentation.

Manuals will include a table of contents, index, and error message descriptions with corrective steps.

g) System navigation, online help, and policies and procedures.

Documentation will be available online with context-sensitive help and searchable functionality.

Ability to generate printable training manuals upon request.

h) Documentation must be available online and provide an on-line search capability with context-sensitive help.

Historical versions will be retained, and all revisions clearly identified.

i) Provide the ability to produce a printable training manual upon request.

Manuals can be printed on demand.

j) Use version control to retain historical versions of documentation and revisions must be clearly identified.

Each revision will be distinctly marked with a version identifier (e.g., version number, date, and author). Version numbers will appear in the footer of all documents, and a change log will accompany updates to describe modifications.

k) User materials and/or documentation must be written and organized so that novice users can learn from reading the documentation how to access the on-line windows/screens, read reports, and perform all other user functions.

User manuals and documentation will be written for novice users, providing comprehensive explanations of system windows, data fields, error messages, reporting functions, and all applicable user operations relevant to their role.

l) User manuals must contain a table of contents and an index.

A table of contents and an index will be included for each user manual.

m) Descriptions of error messages for all fields incurring edits must be presented and the necessary steps to correct such errors must be provided.

Each user manual shall contain a comprehensive description of error messages and the corresponding corrective actions.

n) Abbreviations must be consistent throughout the documentation.

Abbreviations will be consistent throughout the documentation.

o) Each user manual must contain a section describing all reports generated within the subsystem, which includes the following:

  o **A narrative description of each report.**

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Will include narrative descriptions of reports.

- o **The purpose of the report.**

  Will include purpose and field definitions.

- o **Definition of all fields in the report, including detailed explanations of calculations used to create all data and explanations of all subtotals and totals.**

  Will include calculation details for subtotals and totals.

- o **Definitions of all user-defined, report-specific code descriptions; and a copy of representative; and pages of each report. Instructions for requesting reports or other outputs must be presented with examples of input documents and/or screens.**

  Report definitions will include any parameters required to run the report and include an example of the inputs required to run the report.

- o **Instructions for making online updates must clearly depict which data and files are being changed.**

  Will include instructions for requesting reports and making online updates.

Delivery and Approval

All training materials will be provided to the Unit for review and approval according to the **Project Plan timeline**.

Obtain **formal sign-off** from the designated Unit stakeholder once materials meet requirements.

iii. **Obtain Acceptance from the Unit on Training Results Vendor to present training results, address any concerns or questions raised by the Unit, and gain their formal approval to proceed with the project's next phase. Once all training concerns are mitigated and resolved and properly documented by the vendor, the selected Unit stakeholder will provide final sign-off.**

Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, bidder must integrate into their solution to be performed accordingly.

Netsmart agrees to present the **training results** to the Unit, address all concerns promptly, and secure formal approval before advancing to the next project phase. Our approach helps ensure transparency, responsiveness, and documented accountability for all training activities.

Responsibilities and Approach

Present Training Results:

- Provide a summary of all training sessions conducted, including attendance, topics covered, and participant feedback.
- Share results from post-training surveys to confirm effectiveness.

Address Concerns and Questions:

- Respond promptly to Unit feedback and document all resolutions.
- If survey results indicate gaps, provide **supplemental training** (on-site or remote) at no additional cost.

Formal Sign-Off:

Obtain electronic sign-off from the designated Unit stakeholder once:

- All training concerns are mitigated and resolved.

- Documentation is complete and validated.

Additional Commitments

- Integrate any additional tasks or functions necessary to achieve full functionality into the training solution.

- Maintain version-controlled training materials and update documentation as needed throughout the project lifecycle.

h. Implementation

The system must have a complete production environment and be fully accessible to users no later than fifteen (15) consecutive months after the Kick-off meeting. The response for this section should include how your company will be able to ensure the Unit will be satisfied with what has been accomplished by the necessary implementation date.

Please describe an approach and methodology incorporating the items below respective to each task listed in i. through v:

Netsmart agrees to deliver a fully configured production environment that is accessible to all users no later than fifteen (15) consecutive months after the Kick-off meeting, as identified in the scope of the project detailed in the Functional Specifications and the RFP. This timeline is based on the assumption that all activities proceed according to the agreed schedule.

However, if delays occur due to change control requests initiated by the Unit or other state-related dependencies outside the vendor's control, we cannot be held accountable for meeting the 15-month timeline. In such cases, we will work collaboratively with the Unit to adjust the schedule and help ensure successful completion.

- **Change management;**

    - Formal **Change Control Process** to manage scope adjustments.

    - Prioritize changes using a **business value assessment** (effort vs. impact).

    - Document all approvals and communicate revised timelines promptly.

- **Issue management;**

    - Maintain an Issue Tracking System for logging and resolving project issues.

    - Assign ownership and provide regular status updates to the Unit.

- **Defect management;**

    - Use industry-standard tools for defect tracking (e.g., Jira).

    - Help ensure critical/high defects are resolved prior to Go-Live.

    - Document all resolutions for Unit review.

- **Process for monitoring initial operation of the implemented system;**

    - Implement a Burn-in Period post-Go-Live to monitor performance and stability.

    - Provide daily/weekly reports on uptime, response times, and error rates.

- **Implementation.**

  Deploy production environment using a phased release approach:

  - Validate configurations and integrations.

  - Complete final data migration and reconciliation.

  - Execute UAT and obtain sign-off.

  Guarantee 99% availability of SIT and UAT environments during testing phases.

  Provide on-site and remote support during Go-Live.

- **Satisfaction Assurance**

  - Maintain proactive communication with the Unit throughout implementation.

  - Address all concerns promptly and document resolutions.

  - Obtain **formal sign-off** from the designated Unit stakeholder once all objectives are met.

i. **Perform and Complete all Aspects of the Implementation.**

   This is a comprehensive function encompassing the entire process of bringing the system online and operational.

   After the system is implemented and delivers the desired functionalities, all concerns are mitigated and resolved, it is fully operational, and has been properly documented by the vendor, the selected unit stakeholder will provide final sign-off. As such, there shall be a transition to the system being officially and formally available in the production environment for all internal and external users.

   Netsmart acknowledges and agrees to perform and complete all aspects of the implementation as outlined. This includes the full process of bringing the system online and ensuring it is fully operational. Our responsibilities will encompass:

   - Delivering all agreed functionalities and mitigating any concerns during implementation.

   - Ensuring the system is stable, secure, and meets performance expectations.

   - Providing comprehensive documentation for the implemented solution.

   - Coordinating with the designated unit stakeholder for final review and sign-off.

   Upon completion and approval, we will transition the system to the production environment, making it officially available for all internal and external users as specified.

ii. **Go-live.**

   Netsmart agrees to develop and execute a comprehensive Go-Live plan and provide on-site implementation assistance during Go-Live week. Our commitment includes:

iii. **Assist the Unit with On-Site Implementation Assistance for Go-Live Week.**

   Provide the Unit with on-site implementation assistance for go-live week with hands-on support during the critical period when the system transitions into full operation.

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Responsibilities will include the following:

a) **Go-live-Week Support – Help in Monitoring system performance and promptly identify any technical issues, assisting users with navigating the system and resolve any issues, document feedback and questions for post-launch analysis and improvement, and escalate any major issues to relevant teams.**

- Monitor system performance and promptly identify and resolve technical issues.

- Assist users in navigating the system and address any concerns.

- Document feedback and questions for post-launch analysis and improvement.

- Escalate major **issues to the appropriate teams for immediate resolution.**

b) **Vendor shall plan to have all key staff on-site throughout the duration of go-live week session. In the event there are substantial open unresolved issues (i.e., DHHS business operation needs), the Unit may deem it necessary to extend and/or require additional on-site assistance be provided by the vendor's key staff at no additional charge to the State.**

- Help ensure all key vendor staff are on-site throughout Go-Live week to provide hands-on support.

- In the event of substantial unresolved issues impacting business operations, we will extend on-site assistance at no additional cost to the State until concerns are resolved.

c) **Once all concerns have been mitigated and resolved and properly documented by the vendor, the selected Unit stakeholder will provide final sign-off.**

- Once all issues have been mitigated, resolved, and documented, we will coordinate with the designated Unit stakeholder for final approval.

Additionally, Netsmart will provide remote Go-Live support during the first three days of Go-Live through daily check-in calls with Delivery Consultants and Analysts. Our objectives are to:

- Begin functional use of Netsmart solutions.

- Transition support from the Netsmart project team to the client.

- Gather and document feedback regarding project experience, methodology, and resources.

We will work closely with the client to help ensure all systems, resources, and third parties are prepared for Go-Live, and will actively participate in Go-Live plan meetings and execution.

iv. **Obtain Acceptance from the Unit on Implementation Results.**

Present implementation results, address any concerns or questions raised by the Unit, and gain their formal approval to proceed with the project's next phase. This includes gathering feedback, demonstrating the achieved benefits, and addressing any remaining concerns.

Once the system has been successfully implemented, all concerns are mitigated and resolved and have been properly documented by the vendor, the selected Unit stakeholder will provide final sign-off.

Netsmart agrees to obtain acceptance from the Unit on implementation results as described. Our responsibilities will include:

- Presenting the implementation results to the Unit and demonstrating that all agreed functionalities have been delivered.

- Addressing any concerns or questions raised by the Unit promptly and thoroughly.

- Gathering feedback and showcasing the achieved benefits of the implemented solution.

- Ensuring that all issues have been mitigated, resolved, and properly documented.

Once these steps are completed, we will work with the designated Unit stakeholder to secure formal approval and final sign-off, confirming readiness to proceed to the next phase of the project.

v. **Additional Information Work performed by the Vital Records Unit is subject to State and Federal statutes that may not be within the system's capabilities. This may necessitate a change order initiated by DHHS. Vendor would be expected to be responsive to making prescribed modifications timely and in accordance with the change order process to achieve timely compliance and avoid service disruption. Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, bidder must integrate into their solution to be performed accordingly.**

Netsmart acknowledges and agrees to the requirements outlined in this section. The vendor will:

- Remain responsive to any prescribed modifications required to comply with State and Federal statutes impacting Vital Records Unit operations.

- Implement changes in a timely manner and in accordance with the established change order process to help ensure compliance and prevent service disruption.

- Integrate any additional tasks or functions necessary to achieve full functionality into our solution, performing them as part of our commitment to delivering a complete and compliant system.

Please note: Any change orders that fall outside the scope of the defined functional requirements may be subject to additional cost. These will be addressed through the formal change order process and agreed upon prior to implementation.

Our goal is to maintain operational continuity and help ensure that all statutory requirements are met without delay.

i. Post-Implementation

Please describe an approach and methodology incorporating the items below respective to each task listed in i. through v:

- **Steady state;**

- **System maintenance;**

- **The proposed evolution, planned releases, and on-going development philosophy of core products and software tools in your proposed system;**

- **How system improvements, change requests, and bug fixes are prioritized. Include details on how these will be released to other client requests;**

- **Response times for all levels of support, escalation process of support, support tracking system, and support severity level determinations;**

- **What support options are available (e.g., phone, chat, support ticket, etc.); and**

- **Warranty provisions for any hardware that will be utilized as part of the proposed solution. The description should include, at a minimum, the following information:**

- **Length of warranty;**

- **Items covered;**

- **Provisions for repair or replacement;**

- **Service response times.**

Netsmart acknowledges and agrees to the requirements outlined in this section. Our post-implementation methodology is designed to help ensure system stability, continuous improvement, and client satisfaction. The approach includes the following components:

1. Steady State

After Go-Live and final sign-off, the system enters a steady-state operational phase. During this period:

- All core functionalities are stabilized.

- Monitoring tools are in place to track performance and usage.

- Support services transition from project-based to operational support.

2. System Maintenance

- Regular preventive maintenance schedules will be implemented.

- Security patches and compliance updates will be applied promptly.

- Performance tuning and database optimization will be conducted as needed.

3. Evolution and Planned Releases

- Our solution follows a **continuous improvement philosophy** with planned releases for enhancements and new features.

- Roadmaps for major updates will be shared with the client annually.

- Minor updates and patches will be delivered quarterly or as required.

4. Change Requests, Bug Fixes & Prioritization

- **Prioritization Framework:**

  o **Critical Issues:** Immediate attention with expedited resolution.

  o **High Impact Requests:** Addressed in the next scheduled release or hotfix.

  o **Enhancements:** Added to the product roadmap.

- Change requests outside the defined functional requirements will follow the formal **change order process** and **may be subject to additional cost**.

- Bug fixes are tracked in our support system and released through scheduled maintenance windows or emergency patches.

5. Support Structure

- **Response Times & Severity Levels:**

  o **Critical (System Down):** Response within 1 hour, resolution within 4 hours.

- o **High (Major Functionality Impact):** Response within 4 hours, resolution within 24 hours.
- o **Medium:** Response within 1 business day.
- o **Low:** Response within 2 business days.

- **Escalation Process:** Tiered escalation from Level 1 Support to Technical Specialists and Product Engineering.

- **Support Channels:** Phone, email, live chat, and ticketing system with 24/7 availability for critical issues.

- **Tracking:** All support requests logged in a centralized system for transparency and reporting.

6. Warranty Provisions

- **Length:** Standard 1-year warranty on all hardware components.

- **Coverage:** Defects in materials and workmanship.

- **Repair/Replacement:** Vendor will repair or replace defective hardware at no cost during warranty period.

- **Service Response Times:**

- o On-site service within 48 hours for critical hardware failures.
- o Remote troubleshooting within 4 hours of ticket submission.

i. Burn-in Period

a) **This is a technique used to increase the quality of components and systems by operating the item under normal or accelerated environmental conditions. Vendor to provide on-site, post go-live support if deemed necessary by the Unit. Adhere to a Burn-In Period which will begin upon completion of system go-live and will continue for ninety (90) calendar days thereafter completion of the Burn-In Period. Once reviewed by the Unit and confirmed, the selected Unit stakeholder will provide sign-off, unless one of the Critical Incidents listed directly below occurs:**

Out of Business:

The Critical Incident causes the system to be completely down, and the State of Nebraska is unable to conduct business with the system at any point following system implementation.

Time Sensitive:

The Critical Incident pertains to time-sensitive functions, such as recording vital events, processing payments, and issuing or amending certified copies of certificates, preventing the use of such functions at any point following system implementation.

Data Movement:

The Critical Incident pertains to any interfaces required by the Vital Records Unit, such as the interface with the Online Verification System (OVS) or Fast Healthcare Interoperability Resources (FHIR) messaging at any point following system implementation.

Important - If any of the Critical Incidents listed directly above occur during the "Burn-in period" of the contract, the vendor may be subject to liquidated damages as outlined in Section (II)(Z).

- Adhere to a Burn-In Period beginning upon completion of system Go-Live and continuing for ninety (90) calendar days.

- Provide on-site, post-Go-Live support if deemed necessary by the Unit to help ensure system stability and performance.

b) **If Critical Incident occurs, the Burn-in Period will be stopped, and the vendor will complete all necessary work to correct the problem. The Critical Incident will be considered resolved when both parties agree that the vendor has provided a permanent solution to the software issue. When both parties agree that the Critical Incident has been resolved, the State will notify the vendor in writing whether the Burn-in Period will be continued, extended past the initial ninety (90) calendar days, or be reset back to day zero to begin again.**

- If a Critical Incident occurs (Out of Business, Time Sensitive, or Data Movement), the Burn-In Period will be paused.

- The vendor will complete all necessary work to correct the issue and provide a permanent solution.

- Once resolved and agreed upon by both parties, the State will notify the vendor whether the Burn-In Period will resume, extend beyond the initial ninety (90) days, or reset to day zero.

c) **Following a successful burn-in period and sign-off, the project will immediately transition into the Support, Maintenance, and Operations phase.**

Following a successful Burn-In Period and sign-off, the project will transition immediately into the Support, Maintenance, and Operations phase.

d) **Issue Notification, Resolution, and Procedural Information:**

- **Provide proper notification and details regarding when the system is or will be unavailable to users.**

- **Provide timely system fixes and resolution of issues deemed critical by the Unit. Resolutions should be applied or installed after appropriate testing by the vendor and acceptance of the Unit.**

- **Provide the process for the Unit to identify and improve the system based on defects, feature enhancements, or needed adjustments.**

Issue Notification and Resolution Process

- Provide timely notifications when the system is or will be unavailable.

- Deliver tested and approved resolutions for issues deemed critical by the Unit.

- Maintain a documented process for identifying and improving the system based on defects, feature enhancements, or adjustments.

Post-Go-Live Review

- Conducted remotely by a Solutions Architect 60–90 days post-conversion.

- Activities include client interviews, feedback collection, workflow optimization recommendations, and delivery of a Post-Go-Live Executive Summary.

- Develop short- and long-term action plans and implement ongoing training and optimization strategies.

Client Responsibilities:

- Provide responses to Post-Go-Live review questions.

- Participate in optimization planning.

- Conduct ongoing training for end-users.

ii. **Coordinate and Facilitate a Post-Implementation Review Teleconference Meeting**

Evaluate whether project objectives were met, determine how effectively the project was run, learn lessons for the future, and ensure that the Unit gets the greatest possible benefit from the project. This should occur within two (2) weeks following the acceptance of the Burn-In Period. Once a formal project performance assessment is completed by the vendor and is reviewed by the Unit and confirmed, the selected Unit stakeholder will provide sign-off.

Netsmart acknowledges and agrees to the requirements outlined in this section. The vendor will:

Coordinate and Facilitate the Review Meeting
Schedule and lead a Post-Implementation Review teleconference within two (2) weeks following acceptance of the Burn-In Period.

Objectives of the Review

- Evaluate whether project objectives were met.

- Assess the effectiveness of project execution and identify lessons learned for future initiatives.

- Help ensure the Unit receives the greatest possible benefit from the implemented solution.

Deliverables

- Conduct a formal project performance assessment.

- Present findings and recommendations to the Unit.

- Address any questions or concerns raised during the review.

Once the assessment is completed, reviewed, and confirmed by the Unit, the designated Unit stakeholder will provide formal sign-off, marking the successful conclusion of the implementation phase.

iii. **Provide a Plan for Enhancement Requests**

Outline the vendor's approach, expected timelines, cost estimates, and pricing model for Unit change requests that are not federally required, and that qualify as enhancements rather than defects. Once an enhancement request plan is developed, maintained, and followed by the selected vendor it will be reviewed by the Unit and confirmed, and the selected Unit stakeholder will provide sign-off.

Netsmart acknowledges and agrees to the requirements outlined in this section. The vendor will:

Develop and Maintain an Enhancement Request Plan

Outline a clear approach for handling Unit change requests that qualify as enhancements rather than defects and are not federally required.

Plan Components

Approach: All enhancement requests will be documented, reviewed, and prioritized based on business impact and feasibility.

Expected Timelines: Provide estimated timelines for analysis, development, testing, and deployment of approved enhancements.

Cost Estimates & Pricing Model:

- Enhancements outside the scope of defined functional requirements will follow the formal change order process.

- These may be subject to additional cost, which will be communicated upfront and agreed upon prior to implementation.

Review & Approval: The enhancement plan will be shared with the Unit for review and confirmation. Upon approval, the designated Unit stakeholder will provide formal sign-off.

Our goal is to help ensure transparency, timely delivery, and alignment with the Unit's operational needs while maintaining compliance with contractual obligations.

iv. **Provide a Transition Plan from Implementation to Support, Maintenance, and Operations.**

Outline the steps and activities for transitioning from the implementation of system to maintenance and operation. Define transition goals, transition activities, identify support resources, assign support responsibilities, and identify support communication channels. Designate an account manager whose role is to ensure business specifications/requirements are being fulfilled and be an escalation point for questions and support. Once a comprehensive transition plan is developed and followed by the vendor, it will be reviewed by the Unit and confirmed, and the selected Unit stakeholder will provide sign-off.

Netsmart acknowledges and agrees to the requirements outlined in this section. We will:

Develop and Deliver a Comprehensive Transition Plan

The plan will outline all steps and activities required to move from system implementation to the Support, Maintenance, and Operations phase.

Transition Goals

- Help ensure continuity of service and system stability.

- Provide clear ownership and accountability for ongoing support.

- Minimize disruption during the transition period.

Transition Activities

- Identify and document all support resources and responsibilities.

- Establish communication channels for support, including escalation paths.

- Transfer knowledge from the implementation team to the support team.

- Schedule and conduct transition meetings with the Unit.

Support Structure

- Designate an **Account Manager** who will serve as the primary point of contact, help ensure business specifications and requirements are met, and act as an escalation point for questions and support.

- Define SLAs for response times, issue resolution, and escalation procedures.

- Provide multiple support options (phone, email, ticketing system, and live chat).

Review and Approval

Once the transition plan is developed and executed, it will be reviewed by the Unit and confirmed. The designated Unit stakeholder will provide formal sign-off, marking the official start of the Support, Maintenance, and Operations phase.

v.   **Obtain Final Sign-Off**

Present post-implementation results, address any concerns or questions raised by the Unit, and gain their formal approval to proceed with the project's next phase. The vendor must ensure that all objectives have been met satisfactorily and prepare final sign-off documents, which include, at a minimum, the following: project summary, list of deliverables, acceptance criteria, statement of satisfaction, and signature fields for stakeholders. Final sign-off documents must be prepared and provided to the Unit for review. All concerns must be mitigated and resolved and be properly documented by the vendor. Once complete, the selected Unit and State of Nebraska stakeholders will provide final sign-off approval of the system.

Note: If other tasks and/or functions are necessary to accomplish the requirement to maintain full functionality, bidder must integrate such tasks and/or functions into their solution to be perform accordingly.

Netsmart acknowledges and agrees to the requirements outlined in this section. We will:

Present Post-Implementation Results

Provide a comprehensive review of implementation outcomes, demonstrating that all objectives have been met satisfactorily.

Address Concerns and Questions

Respond promptly to any issues or inquiries raised by the Unit and help ensure all concerns are mitigated, resolved, and properly documented.

Prepare Final Sign-Off Documentation

Deliver formal sign-off documents that include, at a minimum:

- Project summary
- List of deliverables
- Acceptance criteria
- Statement of satisfaction
- Signature fields for designated stakeholders

Review and Approval

Submit the final sign-off package to the Unit for review. Upon confirmation and approval by the Unit and State of Nebraska stakeholders, formal sign-off will be completed, marking the successful conclusion of the implementation phase.

Important: If additional tasks or functions are necessary to maintain full functionality, Netsmart will integrate these into the solution and perform them accordingly. Any work outside the defined functional requirements will follow the formal change order process and may be subject to additional cost.

j. Support, Maintenance, and Operations

Please describe an approach and methodology incorporating the items below respective to each task listed in i. through vii:

i. Complete the action only after new versions or software updates have been fully tested, found critical error-free, and agreed upon with the Unit.

ii. Provide timely system fixes and resolution of issues deemed critical by the Unit.

iii. Bidders proposing a solution shall conduct a regular maintenance schedule established with the Unit; regular maintenance shall only be performed outside normal business hours, providing a minimum thirty (30) day notice.

iv. Bidders proposing a solution shall provide proper notification and details regarding when the system is or will be unavailable to users, providing a minimum thirty (30) day notice.

v. Provide a process for the Unit to identify and improve the system based on defects, feature enhancements, or needed adjustments.

vi. Designate an account manager for the life of the contract whose role is to ensure business specifications/requirements are being fulfilled and be an escalation point for questions and support; this individual should be ascertained during the development of the Staffing Plan.

vii. Help Desk Support

a) Provide staffing and operation of a Help Desk during normal business hours.

b) Provide level 0 (customer self-service), level 1(basic support), level 2 (moderate support) that includes as appropriate, escalation to the State, and level 3 (technical/integration) support related to the functionality of the scope of work. Level 1 help desk is the first point of contact and is responsible for logging the issue and, if possible, assisting the user and resolving the issue without the need for escalation. The support requested will be necessary throughout the entire first year following system implementation but is not expected to extend past the initial year.

c) Provide support for all critical system failures or issues 24x7x365.

d) Provide help desk training to specified Unit staff members prior to vendor supplied help desk staffing and operation roll off.

Note: If other tasks and/or functions are necessary to accomplish the requirement to maintain full functionality, bidder must integrate those tasks and/or functions into their solution to be performed accordingly.

Important - If any of the Critical Incidents listed directly below occur during the performance period of the "Support, Maintenance, and Operations", the vendor may be subject to liquidated damages as outlined in Section (II)(Z).

Out of Business:

The Critical Incident causes the system to be completely down, and the State of Nebraska is unable to conduct business with the system at any point following system implementation.

Time Sensitive:

The Critical Incident pertains to time-sensitive functions, such as recording vital events, processing payments, and issuing or amending certified copies of certificates, preventing the use of such functions at any point following system implementation.

<u>**Data Movement:**</u>

The Critical Incident pertains to any interfaces required by the Vital Records Unit, such as the interface with the Online Verification System (OVS) or Fast Healthcare Interoperability Resources (FHIR) messaging at any point following system implementation.

Netsmart understands the importance of providing comprehensive application support and routine maintenance to help ensure the smooth operation of the system. As part of our commitment, we offer entitlement to new releases and versions that are released by Netsmart. This means State of Nebraska Department of Health and Human Services staff will have access to the latest updates and enhancements to the system, so they can take advantage of new features and improvements.

In addition, Netsmart provides complete database access to State of Nebraska Department of Health and Human Services staff. This means that they will have the permissions and privileges to perform data extracts, generate reports, and carry out maintenance tasks as needed. We believe in empowering our clients with the tools and access they need to effectively manage their data and make informed decisions.

Our support team is available to assist State of Nebraska Department of Health and Human Services staff with any questions or issues they may encounter. We offer various channels of support, including telephone, email, and online assistance, such as instant messaging and remote assistance.

By providing comprehensive application support, routine maintenance, entitlement to new releases, and complete database access, Netsmart aims to empower State of Nebraska Department of Health and Human Services staff to effectively utilize the system and maximize its benefits. We are dedicated to providing the highest level of support and ensuring the long-term success of our clients.

The post Go-Live support is handled by the project team. The team will collaborate with the State of Nebraska Department of Health and Human Services's implementation team for continual status meetings and any remaining post go-live items. The post Go-Live period will be no less than one month before the client is transitioned to support. The project team remains engaged to help ensure a smooth and seamless transition.

Effective call logging, tracking, resolution, and monitoring tools are essential to achieving business satisfaction for the client. Netsmart has a comprehensive client relationship management system which logs and tracks NetsmartCares Support inquiries and resolutions, manages escalations, and monitors key metrics to assure target response levels are met or exceeded. The system logs all inbound support requests from all sources. Details about the request and all clients' interactions are documented and stored.

The NetsmartCares Client Portal is available 24x7x365 via web access. Support tickets can be logged by the client help desk, support request status can be monitored, and users can also gain access to our Solutions Knowledge Base and Innovations submission portal. Netsmart staffs a toll-free problem reporting and support telephone line from 9:00 a.m. to 6:00 p.m., client local time Monday through Friday, exclusive of Netsmart holidays.

Netsmart assigns a Client Alignment Executive (CAE) as the primary point of contact for communication, issue resolution and strategic planning. These associates play a critical role in advising clients and optimizing their investment to meet their organizational needs. If an end user is unable to resolve an issue within their own company technical support facilities, the CAE should be their next point of contact.

We manage all incoming support requests with effective call logging, tracking, resolution, and monitoring tools, essential to achieving business satisfaction for the client. Netsmart has a comprehensive client relationship management system which logs and tracks Netsmart Support inquiries and resolutions, manages escalations, and monitors key metrics to assure target response levels are met or exceeded. The system logs all inbound support requests from all sources. Details about the request and all clients' interactions are documented and stored. Clients can use our web-based system to report issues or monitor the status of their support requests at any time (24x7).

All support requests are entered into our problem tracking system. Netsmart supervisors and executives use dashboards to monitor key metrics such as problems resolved on the first call, distribution of problems among Netsmart Support representatives, and the types of resolutions provided. A Priority Level (1 through 4) is assigned to the problem when it is first logged to establish the resource allocation and resolution timeframe expectations for the issue. The account team, which includes selected managers, implementation, and critical support associates, are automatically notified online of the receipt of a Priority 1 (critical problem) call.

Netsmart's support routing and escalation process will respond to client inquiries promptly and completely. While during implementation, all problems identified by the client's support desk will be coordinated through Netsmart's onsite resources, after implementation, the client team will have access to the NetsmartCONNECT Support center, in addition to their Client Alignment Executive. Issues can be reported to the Netsmart Support system through online case access via the web, by toll-free telephone access, or by contacting the CAE. Support requests are first received by Netsmart's Triage team of support representatives who establish the Case, review known solutions, answer basic product questions, and provide preliminary diagnosis, based on the Priority Level assigned to the problem. Approximately 50% of all problems identified are resolved at the point of initial contact by the Triage team.

Problems not resolved at the Triage team level are escalated to the Product Support teams, where another 40% of issues are resolved. Product Support teams are comprised of engineers with expert knowledge in key product areas. They will either resolve the client's problem or escalate it to our Development Support Group if it is determined that a software coding change or a detailed code-level diagnosis may be needed. When the problem is resolved, the solution and any other relevant information is communicated back to the client and Netsmart coordinating executives. At all times in the resolution process, updated information is provided to the client project manager to provide consistent and accurate communication about the status and resolution of the problem.

Netsmart's problem resolution process is focused on maintaining total client satisfaction with our software products. Escalation throughout this process is determined by the priority of the issue reported and time of the outage.

b. Proposed Development Approach

The bidder to provide a detailed narrative response to each of the following items:

1. Proposed Resolution

Explain in detail your proposed resolution to provide the Vital Records Management System. Include your rationale for determining how your company will resolve the necessary system features, performance capabilities, functionality, and all requirements as outlined. Substantiate how your solution embodies the necessary elements to meet and/or exceed the objectives and requirements.

Netsmart uses a structured and disciplined implementation methodology is based on the nationally recognized Project Management Institute's (PMI) standards and the Project Management Body of Knowledge (PMBOK) to minimize project risk and improve timely delivery for projects. Netsmart's branded method is called the Plexus™ Foundation implementation methodology. This method is based on a repeatable process, provides the structure and framework to deliver predictable, on-time outcomes without disrupting the quality of care our clients provide.

Our Implementation Methodology is organized by Events, which are grouped into 4 Phases: Initiation, Configuration, Validation and Adoption. The Events are considered checkpoints and are truly moments in time to which all work is tied. In addition, the checkpoints are where we verify the project is ready to advance to the next phase, so the required tasks have been completed and the acceptance factors successfully met. This critical process transcends across the entire implementation to help ensure on time project completion within estimated cost parameters, along with properly managed and approved schedule and scope changes.

Plexus Methodology includes nine (9) events from Project Initiation through Go-Live Review as required project checkpoints. The events integrate with the PMI's project management approach. This gated process has predefined work packages and hard stops at the closure of each project phase. Our plan consists of a core team assigned for the duration of the project, as well as for periodic experts to join the team at predefined stages in the plan. Netsmart's Project Manager (PM) and project staff follow PMI standards, and the Project Management Body of Knowledge (PMBOK) recommended procedures for the execution of large-scale implementation projects. Adherence to these practices reduces risks associated with ineffective communications and incomplete project planning, while elevating the probability of project success.

Throughout the project lifecycle is a monitoring and measurement process that helps ensure the project is ahead of or on schedule, scope objectives are being achieved and estimated cost is on target. These control points are called Quality Control Stop Gates and are part of the Plexus™ Foundation methodology. The project cannot advance to the next phase until the required activities and acceptance factors are successfully met.

General Project Management

A monitoring and measurement process comprising numerous cost and scope control, testing, quality assurance and acceptance activities is fundamental to the project lifecycle. Critical progress control checkpoints called Plexus Gates are included to help ensure that the project cannot advance to the next phase until the required activities and acceptance.

Factors are successfully met. The monitoring and measurement process employed by Netsmart help ensure that projects are properly stewarded to both a time and cost budget.

This critical process transcends across the entire project implementation process to help ensure on-time project completion within estimated cost parameters, along with properly managed and approved schedule and scope changes; Status meetings and project status reports, Client sign-off and acceptance letters, Project Plan change requests, Product change requests, Product improvement forms, Plexus Gates.

Project Initiation

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

Objectives

- Review project management principles.
- Review Netsmart Plexus methodology.
- Create Project Plan documents.
- Provide solution overview.
- Conduct scope review.
- Introduction to project tools.
- Review of custom development (if applicable).
- Review of data collection worksheets.
- Plan for next event.

Client Responsibilities

- Assist in Project Plan document creation.
- Identify client project team and develop Client Staffing Plan.
- Helps ensure correct client personnel attend the Project Initiation event.
- Provide necessary facilities and equipment to support session.
- Complete data collection worksheets.
- Review and sign Communication Management, Change Management and Risk Management Plans.

Project Launch

The Project Launch comprises three discrete activities: Project Kickoff presentation, Workflow Assessment, and Scope Review. The project launch is conducted remotely via a Teams or Zoom meeting. This provides the collaboration and environment setting needed to successfully launch and review the scope.

The Project Launch presentation gives client executives, project sponsors, and project leadership an opportunity to create excitement for the organization and the project, and to pass down key messages and expectations.

The Scope Review session includes a review of the project scope with the Netsmart Solutions Architect, project manager, and client project team.

Review sessions are completed during meetings with the Netsmart Solutions Architect (SA) and client departmental/solution representatives, which could include a combination of IT analysts, departmental heads, and/or key stakeholders from that department. During the review sessions, the SA will walk the team through the departments/programs to get an understanding of the client's high-level business workflow and processes and how they align with Netsmart's recommended practices and the COTS solution. This assessment/discovery process will drive the analysis and design decisions for the solution. Our experience has proven that these demonstrations and review sessions are invaluable to the progression of understanding and acceptance and results with high probability of on-time Go-Live activities. The time used for these sessions increases the in-depth knowledge of what the COTS system provides and promotes staying as close to the COTS solution to the extent possible. Netsmart will use the Software Requirement Specification (SRS) documents to document any configuration changes identified for the system. After Netsmart and Nebraska DHHS Vital Statistics Unit conclude each design review session, Netsmart will provide the Nebraska DHHS Vital Statistics Unit team a document of understandings for any aspects of the configuration that did not meet the SRS document. Any changes from the original SRS document will be reviewed and approved by the Nebraska DHHS Vital Statistics Unit and will follow the established change control procedure before Netsmart can proceed further with the configuration of subsequent components required for the final module/event solution.

The review sessions are conducted remotely via a Teams or Zoom meeting. This provides the collaboration and environment setting needed to successfully launch and review the system. It also allows the flexibility to schedule multiple sessions if needed to accommodate Nebraska DHHS Vital Statistics Unit Team's schedules.

Objectives

- Conduct official project kickoff meeting.
- Refine Project Plan documents.
- Introduce Netsmart Solutions Architect.
- High-level scope review.
- Document Software Requirement Specification (if applicable).
- Conduct Review Sessions.
- Foundations configuration.
- Identify improvement opportunities.
- Plan for next event.

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Client Responsibilities

- Deliver project launch presentation (with Netsmart leadership support).

- Assist in Project Plan document revisions.

- Complete any required data collection, following the event, by deliverable due dates.

- Take part and provide feedback during departmental walkthroughs.

- Take part in scope review discussions.

- Provide necessary facilities and equipment to support the event.

Solution Review

Solution Review will occur with each Event/modules distinct events/system consulting:

- Foundation Configuration - Death (remote).

- Foundation Configuration - Birth (remote).

- Foundation Configuration - Fetal Death (remote).

- Foundation Configuration - ITOP (remote).

- Foundation Configuration - Marriage (remote).

- Foundation Configuration – Dissolution of Marriage (remote).

- Order Management (CAS) Configuration (remote).

The discussions during these events are a continuation of any data collection the client has provided up to this point. Additional discovery and analysis are completed during these events to drive the design and configuration of the solution. The Solutions Architect will provide a demonstration of the system event/module, providing a context for additional design decisions to be made. This event will represent the culmination of data collection and design decisions leading to the build of a complete and functional system.

The Solution Review events require the attendance of end-user/departmental/program representatives trusted and empowered to make design decisions. These representatives should have a solid understanding of the workflow in their area of expertise and will be expected to interact with others within the department to get answers as needed.

The project process includes Scope Review sessions that examine the project scope with Netsmart's Solutions Architect, Project Manager, and Nebraska DHHS Vital Statistics Unit Project Team.

Workflow Assessments are completed during meetings with the Solutions Architect (SA) and Nebraska DHHS Vital Statistics Unit representatives, which could include a combination of IT analysts, departmental heads and/or key stakeholders from that department. Using the discovery worksheets, the SA will walk the team through the departments/programs to get an understanding of Nebraska DHHS Vital Statistics Unit high-level business workflow and processes and how they align with Netsmart's recommended practices and the COTS solution. This assessment/discovery process will drive the analysis and design decisions for the solution. Our experience has proven these demonstrations and review sessions are invaluable to the progression of understanding and acceptance and will aim to ensure a high probability of on-time Go-Live activities. The time used for these sessions increases the in-depth knowledge of what the COTS system provides and promotes staying as close to the COTS solution to the extent possible. Netsmart will use the Software Requirement Specification (SRS) documents to document any configuration changes identified for the system. This will be reviewed and consented to by Nebraska DHHS Vital Statistics Unit before Netsmart performs any tasks related to the SRS document.

The Solution Review sessions are conducted remotely via a Teams or Zoom meeting. This provides the collaboration and environment setting needed to successfully review configurations to ready for UAT. It also allows the flexibility to schedule multiple sessions if needed to accommodate **Nebraska DHHS Vital Statistics Unit** Team's schedules. An On-site meeting can be replaced for the remote sessions – all solution reviews would be conducted during the on-site meeting.

Objectives

- Demonstrate recommended system workflow in client system.
- Conduct integration discussions.
- Discuss data collection materials.
- Identify policies and procedures requiring change.
- Review and sign off on the event summary.
- Plan for next event.

Client Responsibilities

- Participate in the Solution Review events.
- Provide knowledge of requested data and current departmental processes and workflow.
- Identify standard operating policies and procedures for organization that will require change.
- Make design decisions for future state processes.
- Complete data collection assignments by defined due dates.
- Identify process improvement opportunities.

Final Review and Validation

This event consists of: Final Review, Team Application Training, System Testing, and Final Training Plan discussions.

The Final Review discussion is intended to present the overall system configuration and confirm the accuracy.

Training sessions are provided to the client project team members that have testing responsibilities. This team training includes:

- Event/Modules SME
- Order Management.

The testing planning discussion will include a starter set of test scripts, examples upon which client can customize their own testing scripts, as well as instruction on testing principles, policies, and procedures. During this session, the further development of the testing plan will be discussed.

The Training Plan session is included to continue to refine the Training Plan, including end-user training sessions that will be conducted prior to Go-Live. The plan, which will include training strategies, resource requirements, any required technologies and/or logistics, timelines, goals, and objectives, is critical to the success of the project and adoption of the solution.

The same group of project team members that attended Solution Review should attend the Final Review and Validation event. Additionally, while it may be the same individuals depending on the staffing plan, the event will also include additional resources who will be expected to conduct system testing and/or end-user training. It is recommended that trainers participate in testing, if possible, as it affords them an opportunity to become familiar with the system. UAT and Pilot Testing are included in the Final Review and Validation Event.

Training the Super Users to prepare for UAT and Pilot Testing can be done remotely and on-site. This provides the flexibility for Super Users to attend the training format they prefer.

Objectives (Final Review)

- Provide in-depth demonstration of the solutions and build using the client's domain.
- Review and confirm design decisions and build.
- Confirm the solution workflow.
- Complete design process.
- Provide hands-on solution training (On-site and/or Remote).
- Plan for next event.

Objectives (System Validation)

- Provide training on test script development and testing concepts.
- Review client-specific system test scripts.
- Plan for next event.

Objectives (Training Development)

- Conduct team training session.
- Further development on Training Plan.
- Plan for next event.

Client Responsibilities

- Participate in Final Review and Validation event.
- Provide appropriate resources to attend sessions.
- Complete data collection assignments.
- Validate design and build.
- Sign off design decisions.
- Customize sample test scripts to use during system and integration testing.
- Customize sample training materials in preparation for end-user training.
- Assist in the development of the Training Plan.

Go-Live Preparation

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

System Testing, while not complete, should be well underway. Netsmart Project Manager will facilitate the event with the Netsmart Solutions Architect via web conference.

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

Solution-Specific Activities and Objectives

- Client to demo system using the client demo script exhibiting a clear understanding of the solution functionality and departmental processes.

- Understand open issues, escalate, and plan as appropriate.

- Review completed training materials.

- Review Go-Live Readiness Assessment.

Project Management Activities and Objectives

- Initiate ownership transition process.

- Confirm system testing is in progress, on track, and scheduled for completion prior to Integration Testing.

- Finalize Integration Testing Plan.

- Initiate Go-Live Planning.

- Plan for next event.

Client Responsibilities

- Demonstrate understanding of system and departmental processes by leading a demonstration of the application.

- Finalize Training Strategy/Plan.

- Provide adequate training facilities.

- Provide completed testing materials.

- Schedule and perform end-user training.

- Finalize Integration Testing scripts and Integration Testing Plan.

- Confirm users will be trained and available for Integration Testing.

- Confirm facilities and hardware are in place to support Integration Testing.

- Develop and own the Go-Live Plan.

Maintenance Training

This includes several events delivered to the client both onsite and remotely. This training supports the client's team in understanding the build process and positions the team to complete follow up assignments during the implementation and maintain their system beyond Go-Live.

The training delivered includes:

- Base System Events (Remote).

- CAS Administration (Remote).

- User Tools (Remote).

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

Objectives

- Prepare client representatives to make common database updates.

- Train client to locate supporting documentation and to use the appropriate tools to manage system maintenance.

Client Responsibilities

- Attend database maintenance training.
- Learn the application tools needed to maintain the production system.

Integration Testing

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

Integration Testing will allow the system testers to flow a complete client/consumer experience, "a day in the life" of a client, using the system including all involved, major workflow processes. This event also allows the client to validate workflows, standard operating procedures, and end-user training materials prior to conversion.

The Netsmart Project Manager and/or Consultants participate in daily calls during the primary testing weeks to address any questions/issues.

Objectives

- Complete Integration Testing according to plan.
- Confirm Go-Live preparedness.
- Help ensure all critical path issues have an action plan.
- Conduct Plexus Go-Live assessment (Gate 4).
- Plan for next event.

Client Responsibilities

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

Go-Live

Go-Live is the event when solutions are moved into productive use by the end-user population. It will take place at the client site, supported by both project teams. Netsmart will provide remote Go-Live support during the first three days of Go-Live. This support will be provided by Netsmart Delivery Consultants and Analysts through daily check-in calls.

Objectives

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

Client Responsibilities

- Develop and complete Go-Live plan.
- Confirm all systems, resources and third parties are scheduled and prepared for Go-Live.

- Conduct Go-Live plan meetings to outline plan for all solutions and users.

- Execute Go-Live plan.

- Document Go-Live issues.

Post-Go-Live Review & Burn in Period

The purpose of Post-Go-Live Review is to gauge client satisfaction, understand current utilization of the solutions, and discuss process and solution issues. Recommendations are made on how to optimize design, build, and general use of the system to take advantage of all that the solution has to offer as well as assess potential design enhancements. Additionally, this process provides a view to solution capabilities and additional benefits that are available to your organization, enabling more effective planning for system and process optimization and project phases.

The Post-Conversion Review will be conducted remotely by a Solutions Architect and is to be conducted 60 to 90 days following conversion.

Objectives

- Interview client using Post-Go-Live review template.

- Gather and document feedback regarding end-user and organizational satisfaction.

- Identify critical process workflow enhancement concerns.

- Gather feedback regarding system adoption.

- Hold and document conversations for continued relationship opportunities, planning needs, and optimization.

- Develop short- and long-term action plans.

- Deliver Post-Go-Live Executive Summary.

- Implement plan for post go-live ongoing training.

- Plan for optimization.

Client Responsibilities

- Provide answers to Post-Go-Live review questions.

- Plan for optimization.

- Conduct ongoing training.

Deliverables and Due Dates

The MS Project plan will depict all deliverables and planned due dates. Each deliverable will be signed off by project sponsor/Client project Manager to memorialize acceptance of each deliverable.

2. Innovation and Creativity

Provide a detailed narrative explaining any additional robust features about your resolution that would enhance system performance. All these features need to be reflected in the "Total Overall Cost" within the Cost Sheet attachment.

Netsmart is committed to delivering a solution that not only meets the defined functional requirements but also introduces innovative features to enhance system performance, usability, and compliance. The following robust capabilities will be integrated into our proposed solution and reflected in the **Total Overall Cost** within the Cost Sheet:

1. Case Management FHIR Interface

- **Description:**
  Implement a Fast Healthcare Interoperability Resources (FHIR)-based interface to enable secure, standards-compliant data exchange with external healthcare systems and case management platforms.

- **Benefits:**
  - Improves interoperability with state and federal health systems.
  - Helps ensure compliance with modern healthcare data standards.
  - Facilitates real-time data sharing for vital records and related workflows.

2. OCR / Intelligent Document Scanning

- **Description:**
  Integrate Optical Character Recognition (OCR) technology to allow scanning of paper applications and automatically populating application records within the system.

- **Benefits:**
  - Reduces manual data entry errors.
  - Speeds up processing of paper-based submissions.
  - Enhances efficiency for high-volume application intake.

3. Fax Attestation Capability

- **Description:**
  Provide functionality to receive and process faxed attestations directly into the system, ensuring compliance with legal and operational requirements.

- **Benefits:**
  - Maintains compatibility with legacy workflows still reliant on fax.
  - Streamlines attestation handling and reduces administrative burden.
  - Improves turnaround time for critical document verification.

c. Technical Considerations

If bidder identifies any potential challenges and/or technical considerations that the State should be aware of please provide a detailed explanation or indicate as such for consideration.

Netsmart aligns its security program (the "Program") to the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF) designed to protect the confidentiality, integrity and availability of Confidential Information, including client data. Netsmart's baseline security controls currently align with NIST 800.53 Moderate Revision 5 guidelines. As part of the Program, Netsmart maintains security policies and standards (collectively, the "Security Policies") that include administrative, technical and physical safeguards designed to protect the processing of Confidential Information, including client data.

Netsmart conducts annual third-party audits for compliance with SSAE18 SOC 2 Type 2 and undergoes a minimum of annual penetration tests and regular vulnerability analysis. The most recent attestation reports and/or audit summary letters, including an SSAE18 SOC 2 Type 2 report, are available upon Client request.

Netsmart conducts, at least annually, an information security risk assessment in accordance with the applicable laws and regulations including an annual U.S. Health Insurance Portability and Accountability Act (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH), risk assessment. The risk assessment process defines how Netsmart identifies, prioritizes and manages risks to its information assets and the likelihood and impact of their occurrence. Netsmart management reviews documented risks to understand their potential impact to the business, determine appropriate risk levels and treatment options. Mitigation plans are implemented to address material risks to business operations, including but not limited to protection of confidential information and client data.

Harmful Code and Patches

Netsmart systems implement and maintain software designed to detect and prevent malicious code that may perform unauthorized functions or permit unauthorized access to any Netsmart system, including computer viruses, Trojan horses, worms and time bombs. All critical and high vendor security patches are applied within thirty (30) days of release date. All medium vendor security patches are applied within six (6) months of release date.

Physical Security

Physical access to Netsmart locations holding Netsmart systems have limited access points, which are governed by card or biometric access devices and monitored by surveillance cameras. Access to servers, network ports, wireless access points, routers, firewalls, or any physical computing equipment involved with data hosting is physically restricted. In addition, the facilities utilize 24-hour physical security which includes fingerprint scanning, video surveillance, and photo identification and verification systems.

Netsmart Security Authentication Process

All Plexus Cloud Services are accessible to clients through interfaces requiring authentication. Plexus Cloud Services include optional support for two factor authentication for user access.

Security Education

Netsmart personnel that operate, or support Plexus Cloud Services receive annual education on security, confidentiality, and privacy of maintained client data, Netsmart policies and associated data security practices, and the risks to Netsmart and its clients associated with Incidents.

Security in Product Development

Netsmart implements security as a design principle. The lifecycle of cloud product development, from secure application development training, application and code reviews, source code scans, vulnerability

scans, penetration tests, responsible disclosure program, and other controls are implemented continuously to reduce the probability and/or impact of application vulnerabilities.

Security – Access

The Netsmart Information Security Management System (ISMS) limits its access to Netsmart systems to authorized Netsmart personnel based on principal of least privilege access. Access to maintained client data is authorized in accordance with individual role-based segregation of duties. Access authorizations for Netsmart personnel are reviewed at least semi-annually and rescinded promptly upon change of roles or separation of employment from Netsmart. Netsmart maintains logs of access by Netsmart personnel.

User Access Logs

Netsmart maintains access logs to the Plexus Cloud Services including date, time, and User identifier. Access logs are maintained in a secure area.

Ransomware Prevention

Netsmart utilizes a multifaceted approach to the prevention, detection, mitigation and recovery of potential ransomware attacks. First and foremost, Netsmart takes preventative measures including frequent reminder notifications and security awareness training for Netsmart associates to educate and empower the human element of actively protecting Netsmart and our clients.

In coordination with our corporate training department and industry-leading resources, this education focuses on email phishing, credential stealing, and other known means used to instigate a ransomware attack. In addition to education and equipping our associate base, Netsmart leverages best of breed security products and partners to harden the perimeter and identify vulnerabilities with automated scans that occur daily.

d. Project Work Plan, Management, And Implementation

Bidder to examine project requirements and provide a detailed narrative response for each of the following items:

1. Work Plan

Provide a general work plan for approaching the project requirements outlined herein Section (VI) and provide assurances in your ability to meet all requirements as outlined and avert delays.

Netsmart acknowledges and agrees to the requirements outlined in Section (VI). We will provide a structured work plan designed to meet all project requirements, helps ensure timely delivery, and avert delays. Our approach includes:

1. Project Planning and Governance

- Establish a detailed project schedule with milestones aligned to Section (VI) requirements.
- Assign a dedicated **Project Manager** to oversee execution and serve as the primary point of contact.
- Conduct weekly status meetings and provide progress reports to help ensure transparency.

2. Requirements Validation

- Review all functional and technical requirements with the Unit to confirm scope and expectations.
- Document acceptance criteria for each deliverable to help ensure clarity and compliance.

3. Implementation Approach

- Utilize a phased methodology:
  - **Design & Configuration**
  - **Testing & Quality Assurance**
  - **Training & Knowledge Transfer**
  - **Go-Live & Burn-In Support**
- Incorporate risk management strategies to identify and mitigate potential delays proactively.

4. Post-Implementation Transition

- Develop a **Transition Plan** to move from implementation to Support, Maintenance, and Operations.
- Designate an **Account Manager** for ongoing support and escalation.

5. Assurance to Meet Requirements

- Netsmart commits to meeting all requirements as outlined in Section (VI) and will:
  - Provide adequate resources and expertise for each phase.
  - Maintain open communication channels for issue resolution.

    Implement contingency plans to address unforeseen challenges without impacting timelines. Please see the *Netsmart Vital Records Management System Project Plan* in the Attachments.

2. Project Timeline

Provide a detailed project timeline that clearly demonstrates all the project implementation steps, from inception through completion, to provide assurances on your ability to meet the Go-live date no later than fifteen (15) months after the Kick-off meeting. At a minimum, the timeline must include the date(s) when all modules will be delivered for the User Acceptance Testing (UAT) environment, proposed dates for on-site training, Go-live date, and Burn-in period. Such dates shall conform with the required timeframes outlined in Section (VI)(E)(2).

Please see *Netsmart Vital Records Management System Project Plan* in the Attachments.

3. Project Management

Please explain your company's approach to each of the following as it relates to:

- **Project management;**
- **Risk management;**
- **Communication management;**
- **Staffing plan;**
- **Background checks on any personnel accessing sensitive and confidential information;**
- **Any tool(s) used for project management, document management, status reporting, and project collaboration.**

Describe your company's methodology to accomplishing each respective task listed in a. through e.

a. **Designate a project manager to coordinate and schedule implementation, configuration, and associated deliverables.**

   Netsmart assigns a certified PM to oversee scheduling, deliverables, and coordination.

b. **Employ a project management approach that will satisfy the scope of work and incorporate all activities described in the RFP.**

   Plexus™ methodology satisfies the scope of work and incorporates all RFP activities through structured phases and checkpoints.

c. **Designated project management to participate in weekly project update teleconference meetings with Unit resources. If deemed necessary by the Vendors' project manager or Unit resources, the Vendor will include other Vendor project resources to join the weekly call(s).**

   PM participates in weekly teleconferences; additional Netsmart resources join as needed.

d. **Submit a monthly status report to the Unit based on agreed upon metrics.**

   Delivered to the Unit with metrics on progress, risks, and upcoming milestones.

e. **Facilitate executive level review meetings to update executive stakeholders on project status and to formalize any agreed upon changes to the project plan.**

   Facilitate periodic executive-level sessions to review status, approve changes, and confirm alignment with strategic objectives.

Netsmart employs a structured and disciplined project management methodology based on the **Project Management Institute (PMI) standards** and the **Project Management Body of Knowledge (PMBOK)**. Our branded approach, **Plexus™ Foundation**, is a repeatable, gated process designed to minimize risk, help ensure timely delivery, and maintain quality throughout the implementation lifecycle.

Project Management

Designated Project Manager:

A dedicated Netsmart Project Manager (PM) will coordinate and schedule all implementation activities, including configuration and deliverables.

Methodology:

Plexus™ organizes work into four phases—**Initiation, Configuration, Validation, and Adoption**—with nine gated events serving as checkpoints. Each gate help ensure required tasks and acceptance criteria are met before advancing.

Monitoring & Control:

Quality Control Stop Gates and progress checkpoints help ensure adherence to scope, schedule, and cost parameters.

Risk Management

- Develop a formal **Risk Management Plan** during Project Initiation.
- Identify potential risks early, assign mitigation strategies, and monitor throughout the project lifecycle.
- Escalate critical risks immediately to executive stakeholders for resolution.

Communication Management

- Weekly project update teleconferences with Unit resources.
- Monthly status reports based on agreed metrics.
- Executive-level review meetings for strategic updates and formalizing changes.
- Documented communication plan reviewed and signed during initiation.

Staffing Plan

- Assign a **core team** for the duration of the project, supplemented by subject matter experts at key phases.
- Client staffing plan developed collaboratively during initiation to help ensure proper resource alignment.

Background Checks

- All Netsmart personnel accessing sensitive or confidential information undergo comprehensive background checks in compliance with state and federal requirements.

Tools Utilized

- **Project Management:** Microsoft Project or equivalent for scheduling and tracking.
- **Document Management:** SharePoint for secure document storage and collaboration.
- **Status Reporting:** Netsmart dashboards integrated with Plexus methodology checkpoints.
- **Collaboration:** Microsoft Teams for meetings and real-time communication.

Implementation Methodology Summary

- **Phases:** Initiation → Configuration → Validation → Adoption
- **Checkpoints:** Nine gated events help ensure readiness before advancing.
- **Control Points:** Quality Control Stop Gates prevent scope creep and delays.

- **Client Responsibilities:** Participate in planning, provide resources, review and sign communication, change, and risk management plans.

4. Perform Implementation

a. **The system go-live date shall be no later than fifteen (15) consecutive months after the kick-off meeting. The State highly desires completion to occur within twelve (12) consecutive months after the Kick-off meeting but will only accept a project timeline that is no longer than fifteen (15) consecutive months.**

Netsmart acknowledges and agrees to the requirements outlined in this section. We commit to performing the implementation in accordance with the timeline specified:

- **Go-Live Timeline Commitment**
  The system Go-Live date will occur no later than **fifteen (15) consecutive months** after the Kick-off meeting. Netsmart will make every effort to achieve the State's desired timeline of **twelve (12) consecutive months**, provided all dependencies are met.

Change Control and Timeline Impact

- Netsmart employs a formal **Change Control Process** to manage scope adjustments.

- While we strive to maintain the agreed timeline, **approved change requests that alter scope or introduce new requirements may impact the project schedule**.

- Any timeline adjustments resulting from change orders will be communicated promptly and documented for mutual agreement.

Delays Outside Vendor Control

- Netsmart will proactively manage risks and dependencies; however, delays caused by factors outside our control—such as:
  o Late delivery of required data or documentation from the Unit
  o Delays in third-party integrations or approvals
  o Unforeseen regulatory changes—may affect the timeline. Netsmart will notify the Unit immediately and work collaboratively to mitigate impacts.

Assurance

Netsmart's structured **Plexus™ Foundation methodology**, based on PMI and PMBOK standards, helps ensure disciplined project execution, risk management, and quality control checkpoints to minimize delays and deliver a successful implementation.

e. Deliverables And Due Dates

The bidder shall provide a response outlining their ability to meet each of the following deliverables:

1. Deliverables

The vendor shall complete each of the following items as indicated and in accordance with the requirements as outlined herein the RFP, Attachment 1 – Functional Specifications, Attachment 2 – Technical Specifications, and any related documents. Each project section is to be reviewed and approved by the Unit stakeholder. The vendor must create a document to be utilized for the formal approval of each project section, which is to be electronically signed by the selected Unit stakeholder.

Netsmart acknowledges and agrees to the requirements outlined in this section. We will:

- Complete all deliverables as specified an answered within the RFP, **Attachment 1 – Functional Specifications**, **Attachment 2 – Technical Specifications**, and any related documents.

- Help ensure each project section is reviewed and approved by the designated Unit stakeholder.

- Utilize a **formal approval document for each milestone**, which will include:
  - Deliverable description
  - Acceptance criteria
  - Completion date
  - Signature fields for electronic approval by the Unit stakeholder

- Maintain these approval documents as part of the official project record to help ensure transparency and accountability.

This structured approach aligns with Netsmart's **Plexus™ Foundation methodology**, which incorporates gated checkpoints and formal sign-offs to confirm readiness before advancing to the next phase.

a. **Functional Specifications Successfully execute or comply with each Functional Specification as indicated in Attachment 1 – Functional Specifications.**

Netsmart acknowledges and agrees to successfully execute and comply with each Functional Specification as indicated in **Attachment 1 – Functional Specifications**. We confirm our ability to meet all functional requirements as outlined and responded to in Attachment 1 and commit to delivering each item as specified.

As the incumbent vendor with deep knowledge of Nebraska's Vital Records environment, Netsmart will leverage our proven **MyVRS platform** and structured **Plexus™ Foundation implementation methodology** to help ensure:

- **Full Compliance:** All functional requirements will be implemented as defined in the RFP and supporting attachments.

- **Usability:** The solution will be intuitive and user-friendly for both internal and external stakeholders.

- **Operational Efficiency:** Optimized workflows and automation will reduce manual processes and improve turnaround times.

Our approach helps ensure that every functional specification is validated through formal checkpoints and documented sign-offs, minimizing risk and helping guarantee alignment with the State's objectives.

b. **Technical Specifications Successfully execute and comply with the Capabilities and/or Requirements as indicated in Attachment 2 – Technical Specifications.**

Netsmart acknowledges and agrees to successfully execute and comply with each Technical Specification as indicated in **Attachment 2 – Technical Specifications**. We confirm our ability to meet all functional requirements as outlined and responded to in Attachment 2 and commit to delivering each item as specified.

As the incumbent vendor with deep knowledge of Nebraska's Vital Records environment, Netsmart will leverage our proven **MyVRS platform** and structured **Plexus™ Foundation implementation methodology** to help ensure:

- **Full Compliance:** All functional requirements will be implemented as defined in the RFP and supporting attachments.

- **Usability:** The solution will be intuitive and user-friendly for both internal and external stakeholders.

- **Operational Efficiency:** Optimized workflows and automation will reduce manual processes and improve turnaround times.

Our approach help ensure that every functional specification is validated through formal checkpoints and documented sign-offs, minimizing risk and helping guarantee alignment with the State's objectives.

c. **Project Initiation**

Netsmart acknowledges and agrees to the requirements outlined in this section. We will **develop and deliver all required plans and documentation** as part of the Project Initiation phase, helping ensure alignment with the State's objectives and compliance with the RFP. Our approach includes:

i. **Kick-off Event, Documentation, Review, and Approval;**

- Conduct a formal Kick-off Meeting to introduce project teams, review scope, and confirm roles and responsibilities.

- Present the Plexus™ Foundation methodology and project governance structure.

- Deliver initial documentation for review and obtain formal approval from the Unit stakeholder**.**

ii. **Develop a Detailed Project Plan;**

- Create a comprehensive project plan outlining milestones, deliverables, timelines, and dependencies.

- Incorporate quality control checkpoints and acceptance criteria for each phase.

iii. **Develop a Risk Management Plan;**

- Identify potential risks and mitigation strategies.

- Establish escalation procedures for critical issues.

- Review and approve the plan with the Unit during initiation.

iv. **Develop a Communication Plan;**

- Define communication channels, frequency of updates, and escalation paths.

- Include weekly project update calls, monthly status reports, and executive review meetings.

v. **Develop a Staffing Management Plan;**

- Assign a dedicated Project Manager and core team for the duration of the project.
- Outline roles, responsibilities, and resource allocation.

vi. **Develop a Change Management Plan; and**

- Implement a formal Change Control Process for scope adjustments.
- Communicate that approved changes may impact timelines and cost, and will be documented and agreed upon before execution.

vii. **Develop an Issue Management Plan.**

- Establish a structured process for logging, tracking, and resolving issues.
- Define severity levels, response times, and escalation procedures.

Netsmart will utilize formal approval documents for each milestone, electronically signed by the Unit stakeholder, to help ensure transparency and accountability throughout the project lifecycle.

d. Design and Configuration

Netsmart acknowledges and agrees to the requirements outlined in this section. We will **develop and deliver all activities and documentation** necessary for the Design and Configuration phase, ensuring compliance with the RFP and alignment with the Unit's objectives. Our approach includes:

i. **Establish Review and Acceptance Process;**

- Implement a formal review and approval process for all design and configuration deliverables.
- Utilize electronic sign-off documents for milestone approvals by the Unit stakeholder.

ii. **Develop a Requirements Traceability Matrix (RTM);**

Create and maintain an RTM to help ensure all functional and technical requirements are addressed and validated throughout the project lifecycle.

iii. **Coordinate and Facilitate On-Site Requirements Gathering Session(s);**

Conduct structured sessions with Unit stakeholders to confirm requirements and capture detailed configuration needs.

iv. **Develop and Submit an Application Configuration and Maintenance Plan;**

Provide a comprehensive plan detailing configuration standards, maintenance procedures, and version control.

v. **Establish and Utilize a Deliverable Review and Acceptance Process;**

Formalize checkpoints for deliverable validation and acceptance prior to advancing to subsequent phases.

vi. **Configure Environments for Development, Testing, Training and Production;**

Set up secure, scalable environments to support all phases of implementation.

vii. **Complete Standard System Configuration;**

Apply baseline configurations aligned with best practices and Nebraska Vital Records operational requirements.

viii. **Assist the Unit with Configuration of System;**

Provide hands-on support and guidance to Unit staff during configuration activities.

ix. **Assist the Unit with User Role Determination; and**

Collaborate with the Unit to define user roles, permissions, and security profiles.

x. **Obtain Acceptance from the Unit on Design and System Configuration.**

Present completed design and configuration deliverables for formal review and electronic approval by the Unit stakeholder.

Netsmart will leverage our **Plexus™ Foundation methodology**, which incorporates gated checkpoints and formal sign-offs, to help ensure accuracy, transparency, and timely completion of all design and configuration tasks.

e. Development and Testing

Netsmart acknowledges and agrees to the requirements outlined in this section. We will **develop and deliver all activities and documentation** necessary for the Development and Testing phase, ensuring compliance with the RFP and alignment with the Unit's objectives. Our approach includes:

i. **Complete all Necessary Custom Development;**

- Implement custom functionality as defined in the approved requirements and design specifications.
- Follow secure coding standards and best practices to help ensure system integrity.

ii. **Complete all Necessary Reports;**

Develop and deliver all required reports, including operational, compliance, and analytical reports, as specified in Attachment 1 – Functional Specifications.

iii. **Complete all Necessary Integrations (Interfaces, Imports, and Exports);**

- Configure and validate all required interfaces, including FHIR-based integrations, OVS connectivity, and other third-party data exchanges.
- Help ensure secure and accurate data movement between systems.

iv. **Develop a Testing Plan;**

- Create a comprehensive testing plan covering unit testing, system testing, integration testing, and user acceptance testing (UAT).
- Define acceptance criteria and success metrics for each test phase.

v. **Execute and Evaluate Testing;**

- Perform all testing activities in accordance with the approved plan.
- Document and resolve any defects identified during testing.

vi. **Document Testing Results;**

- Maintain detailed records of all test cases, results, and resolutions.
- Provide formal testing reports for Unit review and approval.

vii. **Assist the Unit with User Acceptance Testing (UAT); and**

- Support Unit stakeholders during UAT by providing guidance, troubleshooting, and issue resolution.
- Help ensure all UAT feedback is documented and addressed prior to sign-off.

viii. **Obtain Acceptance from the Unit on Testing Results.**

Present final testing results and obtain formal electronic approval from the Unit stakeholder before proceeding to Go-Live.

f. Data/File Migration

Netsmart acknowledges and agrees to the requirements outlined in this section. We will **develop and deliver all activities and documentation** necessary for the Data/File Migration phase, ensuring accuracy, security, and compliance with the RFP. Our approach includes:

i. **Develop a Data/File Conversion and Migration Plan;**

- Create a detailed plan outlining the methodology, tools, and validation steps for converting and migrating data from legacy systems to the new platform.
- Include risk mitigation strategies and rollback procedures to help ensure data integrity.

ii. **Develop a Conversion Mapping Guide;**

- Document all data elements, formats, and relationships between source and target systems.
- Help ensure mapping aligns with functional and technical specifications.

iii. **Perform the Data/File Conversion and Migration;**

- Execute migration using secure, tested processes.
- Validate data accuracy and completeness through automated and manual checks.

iv. **Provide a Data/File Conversion and Migration Results Report; and**

- Deliver a comprehensive report detailing migration outcomes, including success metrics, exceptions, and resolutions.
- Share findings with the Unit for review and confirmation.

v. **Obtain Acceptance from the Unit on Data/File Conversion and Migration Results.**

- Present final migration results and obtain formal electronic approval from the Unit stakeholder before proceeding to Go-Live.

g. Training

Netsmart acknowledges and agrees to the requirements outlined in this section. We will **develop and deliver all training activities and materials** necessary to help ensure successful adoption and utilization of the system. Our approach includes:

i. **Coordinate and Facilitate On-Site Training Instruction;**

- Conduct structured, instructor-led training sessions at the Unit's location.
- Tailor training to specific user roles, including administrators, operational staff, and end-users.
- Provide hands-on exercises and real-world scenarios to reinforce learning.

ii. **Provide Online Reference Training Materials for Administrator and User Manuals; and**

- **Deliver comprehensive digital training resources, including:**
  - o **Administrator and user manuals**
  - o **Quick reference guides**
  - o **Video tutorials and FAQs**

iii. **Obtain Acceptance from the Unit on Training Results.**

- Document training completion and outcomes.
- Present results for formal review and electronic approval by the Unit stakeholder.

h. Implementation

Netsmart acknowledges and agrees to the requirements outlined in this section. We will **deliver and execute all aspects of the implementation process** as specified, including:

i. **Perform and Complete all Aspects of the Implementation;**

- Execute the full implementation lifecycle, from configuration through Go-Live, following Netsmart's **Plexus™ Foundation methodology**.

- Help ensure all functional and technical requirements are met, validated, and approved by the Unit stakeholder.

ii. **Go-live;**

- Coordinate and execute a structured Go-Live event, ensuring system readiness and operational stability.

- Provide remote support during the initial Go-Live period and daily check-ins to address any issues promptly.

iii. **Assist the Unit with On-site Implementation Assistance for Go-live Week; and**

- Deploy key Netsmart staff on-site during Go-Live week to provide hands-on support.

- Monitor system performance, assist users, document feedback, and escalate critical issues as needed.

- Extend on-site assistance at no additional cost if substantial unresolved issues impact business operations.

iv. **Obtain Acceptance from the Unit on Implementation Results.**

- Present post-implementation results and confirm that all objectives have been met.

- Address any remaining concerns and provide formal documentation for Unit review.

- Secure electronic sign-off from the designated Unit stakeholder to confirm successful completion.

i. Post-Implementation

Netsmart acknowledges and agrees to the requirements outlined in this section. We will **deliver and execute all post-implementation activities** as specified, ensuring system stability, client satisfaction, and a smooth transition to ongoing support. Our approach includes:

i. **Burn-in Period;**

- Adhere to a 90-day Burn-In Period following Go-Live to monitor system performance under normal operating conditions.

- Provide on-site support if deemed necessary by the Unit.

- Address and resolve any critical incidents promptly, with formal documentation and approval before resuming or extending the Burn-In timeline.

ii. **Coordinate and Facilitate Post-Implementation Review Teleconference Meeting;**

- Schedule and lead a review meeting within **two (2) weeks after Burn-In acceptance**.

- Evaluate project objectives, gather feedback, and identify optimization opportunities.

- Document findings and recommendations for continuous improvement.

iii. **Provide a Plan for Enhancement Requests;**

Develop and maintain a formal **Enhancement Request Plan** detailing:

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- Approach for handling non-federally required enhancements.
- Timelines, cost estimates, and pricing model.

Communicate that **enhancements outside defined functional requirements will follow the change order process and may incur additional costs**.

iv. **Provide a Transition Plan from Implementation to Support, Maintenance, and Operations; and**

Deliver a comprehensive transition plan outlining:

- Transition goals and activities.
- Support resources and responsibilities.
- Communication channels and escalation paths.

Designate an **Account Manager** as the primary contact and escalation point for ongoing support.

v. **Obtain Final Sign-off.**

Present post-implementation results and confirm all objectives have been met.

Prepare formal sign-off documentation including:

- Project summary
- List of deliverables
- Acceptance criteria
- Statement of satisfaction
- Signature fields for stakeholders

Secure electronic approval from the Unit and State of Nebraska stakeholders.

j. Support, Maintenance, and Operations

i. **Provide new versions;**

ii. **Provide timely system fixes and resolution;**

iii. **Establish and perform regular maintenance schedule in collaboration with the Unit;**

iv. **Help with providing proper notification and details regarding when the system is or will be unavailable to users;**

v. **Provide the process for the Unit to identify and improve the system based on defects, feature enhancements, or needed adjustments;**

vi. **Designate an account manager for the life of the contract whose role is to ensure business requirements are being fulfilled and be an escalation point for questions and support; and vii. Help Desk Support.**

Netsmart acknowledges and agrees to the requirements outlined in this section. We will **deliver and execute all support, maintenance, and operational activities** necessary to help ensure system stability, compliance, and continuous improvement throughout the life of the contract. Our approach includes:

Tiered Support Structure

- Netsmart provides a **tiered support model** where all support requests are assigned a priority by the fielding agent upon receipt.
- The resolution time depends on the complexity and details of the request; however, Netsmart will use every resource available to restore system functionality as quickly as possible.

- Clients will be kept informed of all possible remedies, including workarounds, and provided with expected delivery timelines.

Issue Severity and Response Commitments

All days are calendar days exclusive of Netsmart holidays unless otherwise noted.

Priority	Description	Plan for Correction
Priority 1: Critical	Licensed software or a material functional component is non-operational in production (e.g., system cannot be accessed, direct patient safety issue, HIPAA violation due to server incident or application defect).	Initiate corrective action plan within **2 business days**; permanent resolution determined by Corrective Action Plan.
Priority 2: High	System defects in production significantly impact daily operations but do not cause a full system outage. Workaround may exist.	Initiate corrective action plan within **5 business days**; permanent resolution determined by Corrective Action Plan.
Priority 3: Medium	Defects with no major impact on daily operations; reasonable workaround available.	Initiate corrective action plan within **10 business days**; permanent resolution determined by Corrective Action Plan.
Priority 4: Low	Cosmetic defects or non-defect requests (e.g., configuration, training, documentation, portal access, upgrade requests).	Initiate corrective action plan within **15 business days**; permanent resolution determined by Corrective Action Plan.

Additional Support Commitments

- **New Versions:** Provide planned releases and updates tested for stability and compliance.

- **Maintenance Schedule:** Collaborate with the Unit to define and execute preventive maintenance.

- **Notifications:** Provide advance notice for downtime or maintenance activities.

- **Improvement Process:** Maintain a formal process for defect corrections, enhancements, and workflow adjustments.

- **Account Manager:** Assign a dedicated Account Manager for the life of the contract as an escalation point and to help ensure business requirements are met.

- **Help Desk Support:** Offer multi-channel support (phone, email, chat, ticketing system) with 24/7 availability for critical issues.

2. Due Dates and/or Completion

The vendor shall meet each of the following timeframes as indicated, unless otherwise approved by the Unit:

Netsmart acknowledges and agrees to meet all required timeframes as indicated in the RFP, unless otherwise approved by the Unit. We will:

- Adhere to the agreed-upon project schedule and milestone deadlines established during the **Project Initiation phase**.

- Utilize formal approval documents for each milestone to help ensure transparency and accountability.
- Proactively monitor progress through our **Plexus™ Foundation methodology**, which includes gated checkpoints and quality control stop gates to prevent delays.

Important Notes:

- Netsmart will make every effort to meet all due dates; however, **approved change orders or delays caused by factors outside Netsmart's control (e.g., late data delivery, third-party dependencies, regulatory changes)** may impact timelines.
- Any potential schedule adjustments will be communicated promptly and documented through the formal **Change Management Process** for mutual agreement.

a. **"Kick-off" via teleconference meeting to occur no later than two (2) weeks after contract execution;**

Conduct the **Kick-off teleconference meeting** no later than **two (2) weeks after contract execution**.

b. **User Acceptance Testing (UAT) Environment shall be completed and fully accessible to users no later than twelve (12) consecutive months after the kick-off meeting;**

Complete and make the **UAT environment fully accessible to users** no later than **twelve (12) consecutive months after the Kick-off meeting**.

c. **Go-live: Vendor shall perform and complete all tasks as Section (VI) outlined and the related attachments to deliver a system that has a production environment completed and fully accessible to users no later than fifteen (15) consecutive months after the Kick-off meeting. The State highly desires completion to occur within twelve (12) consecutive months after the Kick-off meeting but will consider a project timeline that is no longer than fifteen (15) consecutive months;**

   - Perform and complete all tasks outlined in Section (VI) and related attachments to deliver a **production environment fully accessible to users** no later than **fifteen (15) consecutive months after the Kick-off meeting**.
   - Netsmart will make every effort to achieve the State's desired timeline of **twelve (12) consecutive months**, provided all dependencies are met.
   - **Note:** Approved change orders or delays outside Netsmart's control (e.g., late data delivery, third-party dependencies, regulatory changes) may impact timelines. Any adjustments will be communicated promptly and documented through the formal Change Management Process.

d. **Go-live week on-site support;**

Provide on-site assistance during Go-Live week with key Netsmart staff available for hands-on support, issue resolution, and user guidance.

e. **Burn-in period: 90 Consecutive days without a critical incident as defined in section (II)(Z) following the Go-live;**

   - Maintain a **90-day Burn-In Period** following Go-Live without a critical incident as defined in Section (II)(Z).
   - If a critical incident occurs, Netsmart will resolve the issue and work with the Unit to determine whether the Burn-In period resumes, extends, or resets.

f. **Post-implementation review teleconference meeting to occur within two (2) weeks following the acceptance of the Burn-in Period; and**

Coordinate and facilitate a **Post-Implementation Review teleconference meeting** within **two (2) weeks following acceptance of the Burn-In Period**.

g. **Post-Implementation plans as outlined in Section (VI)(4)(i) to be provided within four (4) weeks following the teleconference meeting. Support, Maintenance, and Operations shall begin upon sign-off of the burn-in period and shall continue throughout the duration of the contract and any subsequent optional renewals and any extension.**

Provide all **post-implementation plans** as outlined in Section (VI)(4)(i) within **four (4) weeks following the teleconference meeting**.

Netsmart acknowledges and agrees to meet all required timeframes as indicated in the RFP, unless otherwise approved by the Unit. We will adhere to the following schedule and utilize formal approval documents for each milestone to help ensure transparency and accountability:

Support, Maintenance, and Operations will begin upon sign-off of the Burn-In Period and continue throughout the duration of the contract, including any optional renewals or extensions.

Important Notes:

- Netsmart will make every effort to meet all due dates; however, **approved change orders or delays caused by factors outside Netsmart's control (e.g., late data delivery, third-party dependencies, regulatory changes)** may impact timelines.

- Any potential schedule adjustments will be communicated promptly and documented through the formal **Change Management Process** for mutual agreement.

Part II

The bidder is to submit separate files for each of the following items indicated:

a. Completed Attachment 1 - Functional Specifications

Please see the completed *Attachment 1 - Functional Specifications* document attached separately as requested.

b. Completed Attachment 2 - Technical Specifications

Please see the completed *Attachment 2 - Technical Specifications* document attached separately as requested.

3. APPENDIX

a. Contractual Agreement Form

Please see the signed *Contractual Agreement Form* on the following page.

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CONTRACTUAL AGREEMENT FORM

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder is not owned by the Chinese Communist Party.

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 Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

_____ NEBRASKA VENDOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Vendor. "Nebraska Vendor" 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 Solicitation. All vendors who are not a Nebraska Vendor are considered Foreign Vendors under Neb. Rev Stat § 73-603 (c).

_____ 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.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. § 71-8611 and wish to have preference considered in the award of this contract.

THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

COMPANY:	Netsmart Technologies, Inc.
ADDRESS:	11100 Nall Ave. Overland Park, KS 66211
PHONE:	(800) 842-1973
EMAIL:	DLPublicSectorRFP@ntst.com
BIDDER NAME & TITLE:	Kevin Kaufman, Chief Financial Officer
SIGNATURE:	
DATE:	December 1, 2025
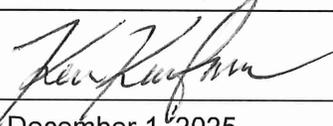
VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)	
NAME:	Jeff Matthews
TITLE:	Senior Client Alignment Executive, Public Sector
PHONE:	(913) 242-6053
EMAIL:	jmatthews@ntst.com

b. Acknowledgment of Sections II through IV*

Please see the documents completed for sections II through IV below.

I. TERMS AND CONDITIONS

Bidder should read the Terms and Conditions within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Terms and Conditions Within Section as Written" in the table below. The state will only consider exceptions that are expressly noted. Any exceptions not taken to a provision shall be deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Terms and Conditions Within Section as Written (Initial)	Exceptions Taken to Terms and Conditions Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
	KK	II. Terms and Conditions, page 1
		If a conflict or ambiguity arises after the Addendum to Contract Award has been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:
		If only one (1) Party has a particular clause, then that clause shall control,
		If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together,
		If both Parties have a similar clause, but the clauses conflict, the ~~State's~~ Bidder's clause shall control.
		Explanation: Netsmart is providing its standard licensing agreement. Netsmart is willing to negotiate a final contract and licensing terms in good faith, if awarded. However, in the event of a conflict between the State's documents and Netsmart's as it pertains to the software being licensed, Netsmart's standard licensing terms must control.
	KK	II. Terms and Conditions, A. General, page 1
		The contract resulting from this Solicitation shall incorporate the following documents:
		Solicitation, including any attachments and addenda;

			Questions and Answers;
			Bidder's properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder;
			Addendum to Contract Award (if applicable); and
			Amendments to the Contract. (if applicable).
			These documents constitute the entirety of the contract.
			Unless otherwise specifically stated in a future 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 the executed Contract with the most recent dated amendment having the highest priority, 2) Executed Contract and any attached Addenda 3) Addendums to the solicitation and any Questions and Answers,
			4) the original solicitation document and any Addenda or attachments, and 5) the Vendor's submitted solicitation response, including any terms and conditions or agreements that are accepted by the State.
			~~Unless otherwise specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State, shall always control over any terms and conditions or agreements submitted or included by the Vendor.~~
			Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.
			Explanation: In the event a Contract is negotiated and signed there will have been agreed upon changes, as evidenced in the signed contract, to the State's standard terms and conditions.
	KK		II. Terms and Conditions, E. Beginning of Work & Suspension of Services, page 3
			BEGINNING OF WORK & SUSPENSION OF SERVICES
			The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Vendor. The Vendor will be notified in writing when work may begin.
			The State may, at any time ~~and without~~ upon at least thirty (30) days' advance written notice, require the Vendor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension and the length of

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		suspension, which shall not exceed ninety (90) days. Upon receipt of such order, the Vendor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Vendor with written notice that such performance or deliverables may resume, in whole or in part. In the event of a suspension, the State must continue to pay Vendor for all software and services during the time suspended in accordance with the Contract.	
		Explanation: Suspension of services without notice, for extended periods of time, and without payment is not practicable for a SaaS solution.	
	KK	II. Terms and Conditions, J. Breach, page 5	
		BREACH	
		Either Party may terminate the contract, in whole or in part, if the other Party breaches a material term its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.	
		The State's failure to make payment shall not be a breach, and the Vendor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)	
		Explanation: Termination for breach shall be for either party in the event the other is in breach of a material term of the contract. There are no immediate termination rights, all termination rights have notice/cure period. Payment is a material term of the contract, therefore failure to pay would be considered a material breach.	
	KK	II. Terms and Conditions, M. Indemnification, page 6	
		INDEMNIFICATION	
		GENERAL	
		The Vendor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including reasonable investigation costs and expenses, settlement costs, and reasonable attorney fees and	

expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Vendor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Vendor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

INTELLECTUAL PROPERTY

The Vendor 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~~ aris~~ing~~e out of ~~, result from, or are attributable to, the actual or~~ **an** alleg~~ation~~ ~~ed~~that the use of the Software Services infringes~~infringement or misappropriation of~~ any patent, copyright, trade secret, or trademark~~, or confidential information~~ of any third party ~~by the Vendor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Vendor prompt notice in writing of the claim. The Vendor 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.~~

In the event such an infringement is found,~~If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Vendor has indemnified the State~~, the Vendor shall, at the Vendor's sole ~~cost~~option and expense, and as the State's sole and exclusive remedy, promptly modify or replace 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~~ procure the right to continued use of the Software Services, ~~or~~ provide the State with a non-infringing substitute that provides the State the same functionality, or terminate the license to the Software Services and issue the State a pro rata refund of fees prepaid for Software Services not yet provided. ~~At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Vendor, and the State may receive the remedies provided under this Solicitation.~~ Vendor's indemnification obligations will not apply to the extent the Claim is based upon (i) the use of the Software Services in violation with the terms of this Agreement; (ii) the use of the Software Services in combination with other products or services not made or furnished by Vendor, provided that the Software Services alone are not the cause of such Claim; (iii) the modification, additions or alterations of the Software Services or any portion thereof by anyone other than Vendor, provided that the Software Services in unmodified form are not the cause of such Claim; or (iv) the use of Software Services not updated to the

latest version offered by Vendor, where such version cures the infringement.

PERSONNEL

The Vendor 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 employment claim, demand, liability, damage, or loss of ~~any nature~~ relating to any of the personnel, including subcontractor's and their employees, provided by the Vendor.

SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01. If there is a presumed loss under the provisions of this agreement, Vendor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,239.01 to 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Neb. Rev. Stat. § 81-8,294), Tort (Neb. Rev. Stat. § 81-8,209), and Contract Claim Acts (Neb. Rev. Stat. § 81-8,302), as outlined in state law and accepts liability under this agreement only to the extent provided by law.

The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General by allowing the Attorney General reasonable involvement in a Claim at the State's cost.

Explanation:

1. Indemnified costs must be reasonable and not include any consequential, incidental, indirect, special, punitive or exemplary damages.

2. In the unlikely event there was an infringement of a third party's intellectual property rights, the Software Services are the proper subject. In the event of an infringement claim, Vendor cannot agree to consent from the State to settle a claim involving Vendor's IP. The State has remedies in this provision in the event the settlement or any allegation impacts the State's use of the software. There must be industry standard exclusions for actions by the State.

3. This must be limited to employment claims against the State by Vendor's employees and contractors.

. If there is an indemnifiable claim then Vendor must have full ability to defend it, especially concerning the protection of Vendor's IP. Vendor understands and agrees to reasonable involvement by the State's AG at the State's cost.

	KK	II. Terms and Conditions, O. Assignment, Sale or Merger, page 6
		. ASSIGNMENT, SALE, OR MERGER
		Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.
		The Vendor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Vendor's business. Vendor agrees to cooperate with the State in executing <u>reasonable</u> amendments to the contract <u>after</u> ~~to allow for~~ the transaction. ~~If a third party or entity is involved in the transaction, the Vendor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.~~
		Explanation: Vendor must be able to freely enter into a transaction for a change of control at its discretion. Vendor will reasonably cooperate to enter into applicable amendments after the transaction. In the event of a transaction, the purchasing entity will be responsible for upholding Vendor's contracts at the time of completion of the transaction.
	KK	II. Terms and Conditions, p. Contracting with other Nebraska Political Subdivisions of the State or Another State, page 7
		CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE
		The Vendor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(2), to use this contract. ~~The terms and conditions, including price, of the contract may not be amended.~~ The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.
		The Vendor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. ~~The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties.~~ The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. ~~The State shall be notified if a contract is executed based upon this contract.~~
		Explanation: Vendor is a large software vendor with many different solutions. In the event a subdivision purchases under this contract, they would have their own purchase agreement to designate the specific solution purchased and the associated costs. The master terms and conditions of this contract would be referenced in the subdivision's purchase agreement as the

			governing agreement.
	KK		II. Terms and Conditions, S. Early Termination, page 8

FORCE MAJEURE

Except for obligations to pay for Services performed or Software delivered, Neither Party shall be liable for any ~~costs or damages, or for default~~delays or failures resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event")~~ that was not foreseeable at the time the Contract was executed.~~ The Party so affected shall immediately ~~make a written request for relief~~ provide notice to the other Party and shall ~~have the burden of proof to justify the request~~perform its obligations within a reasonable time after the Force Majeure Event has been remedied. ~~The other Party may grant the relief requested; relief may not be unreasonably withheld.~~ Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

Explanation: Force majeure is applicable to delays in performance and is not applicable to payment for services and software received. As it is technically foreseeable that a force majeure event could occur, this qualification has been removed from the provision. In the event of a force majeure event, the non-affected party should not have acceptance power of the event.

KK — II. Terms and Conditions, S. Early Termination, page 10

EARLY TERMINATION

The contract may be terminated as follows:

The State and the Vendor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.

~~The State, in its sole discretion, may terminate the contract, in whole or in part, for any reason upon thirty~~

~~(30) calendar day's written notice to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.~~

The State may terminate the contract, in whole or in part, immediately upon written notice for the following reasons:

~~if directed to do so by statute,~~

Vendor 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,

a trustee or receiver of the Vendor or of any substantial part of the Vendor's assets has been appointed by a court,

			fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Vendor, its employees, officers, directors, or shareholders,
			an involuntary proceeding has been commenced by any Party against the Vendor 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 Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor,
			a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code,
			~~Vendor intentionally discloses confidential information,~~
			Vendor has or announces it will discontinue support of the deliverable; and,
			~~In the event funding is no longer available.~~
			Explanation: Written notice is required for any termination. Vendor does not agree to termination for convenience. The services are priced on a committed initial term. There should be no direction from a future statute that would require termination of this agreement. In the event there is, the parties are required to comply with applicable law and could determine proper handling at that time. There are remedies for a breach of this contract and termination for a breach must be effectuated by the termination for breach provisions.
	KK	II. Terms and Conditions, T. Contract Closeout, page 10	
		CONTRACT CLOSEOUT	
		Upon termination of the contract for any reason the Vendor shall within thirty (~~36~~0) days, unless stated otherwise herein:	
		~~Transfer all completed or partially completed deliverables to the State,~~	
		~~Transfer ownership and title to all completed or partially completed deliverables to the State,~~	
		Return to the State all information and data unless the Vendor is permitted to keep the information or data by contract or rule of law. Vendor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Vendor's routine back up procedures,	
		Reasonably Cooperate with any successor Contactor, person, or entity, at the State's cost, in the ~~assumption~~ transfer of any or all of the ~~obligations~~ services of this contract,	

		Reasonably Cooperate with any successor Contactor, person, or entity, at the State's cost, with the transfer of information or data related to this contract,
		Return or vacate any state owned real or personal property; and,
		Return all data in a mutually acceptable format and manner.
		Nothing in this section should be construed to require the Vendor to surrender intellectual property, real or personal property, or information or data owned by the Vendor for which the State has no legal claim.
		Explanation: There would be no deliverables or ownership to transfer to the State under this SaaS contract. Any cooperation and transition of services to a new vendor must be reasonable in scope and information shared and would be at the cost of the State.
	KK	II. Terms and Conditions, W. Long-Term Care Ombudsman, and X. Office of Public Counsel, page 10
		Delete these provisions in their entirety.
		Explanation: Vendor does not believe this applies to the Vendor as a vendor selling a SaaS license to the State. Vendor is willing to comply with applicable state law. If the State believes this is applicable, please provide information around how it applies, and Vendor will reconsider this exception.
	KK	II. Terms and Conditions, Z. Liquidated Damages, page 12-14
		Delete this provision in its entirety.
		Explanation: Vendor does not agree to liquidated damages.

The bidders should submit with their solicitation response any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the solicitation response as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award has been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one (1) Party has a particular clause, then that clause shall control,
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together,
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

Please see the *Netsmart Sample Master Services Agreement* included in our proposal below.

A.   GENERAL
The contract resulting from this Solicitation shall incorporate the following documents:

     a.   Solicitation, including any attachments and addenda;
     b.   Questions and Answers;
     c.   Bidder's properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder;
     d.   Addendum to Contract Award (if applicable); and
     e.   Amendments to the Contract. (if applicable).

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future 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 the executed Contract with the most recent dated amendment having the highest priority, 2) Executed Contract and any attached Addenda 3) Addendums to the solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda or attachments, and 5) the Vendor's submitted solicitation response, including any terms and conditions or agreements that are accepted by the State.

Unless otherwise specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State, shall always control over any terms and conditions or agreements submitted or included by the Vendor.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B.   NOTIFICATION
Bidder and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

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.

C.   BUYER'S REPRESENTATIVE
The State reserves the right to appoint a Buyer's Representative to manage or assist the Buyer in managing the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the bidder will be provided a copy of the appointment document and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D.   GOVERNING LAW (Nonnegotiable)
Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E.   BEGINNING OF WORK & SUSPENSION OF SERVICES
The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Vendor. The Vendor will be notified in writing when work may begin.

The State may, at any time and without advance notice, require the Vendor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Vendor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Vendor with written notice that such performance or deliverables may resume, in whole or in part.

F.   AMENDMENT
This Contract may be amended in writing, within scope, upon the agreement of both parties.

G.   CHANGE ORDERS OR SUBSTITUTIONS

The State and the Vendor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Vendor may not claim forfeiture of the contract by reasons of such changes.

The Vendor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Vendor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Vendor's solicitation response, were foreseeable, or result from difficulties with or failure of the Vendor's solicitation response or performance.

No change shall be implemented by the Vendor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any good or service is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract to include the alternate product at the same price.

Vendor will not substitute any item that has been awarded without prior written approval of DHHS

H.   RECORD OF VENDOR PERFORMANCE
The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Contract Compliance Request"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Contract Non-Compliance Notice"). The Vendor shall respond to any Contract Compliance Request or Contract Non-Compliance Notice in accordance with such notice or request. At the sole discretion of the State, such Contract Compliance Requests and Contract Non-Compliance Notices may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity. The record of vendor performance will be considered in any suspension or debarment action.

I.   NOTICE OF POTENTIAL VENDOR BREACH
If Vendor breaches the contract or anticipates breaching the contract, the Vendor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J.   BREACH
Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

The State's failure to make payment shall not be a breach, and the Vendor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

K.   NON-WAIVER OF BREACH
The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

L.   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 provision held to be invalid or illegal.

M. INDEMNIFICATION

    1. GENERAL

        The Vendor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party 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 for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Vendor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Vendor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

    2. INTELLECTUAL PROPERTY

        The Vendor 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 Vendor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Vendor prompt notice in writing of the claim. The Vendor 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 Vendor has indemnified the State, the Vendor shall, at the Vendor'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 Vendor, and the State may receive the remedies provided under this Solicitation.

    3. PERSONNEL

        The Vendor 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, including subcontractor's and their employees, provided by the Vendor.

    4. SELF-INSURANCE

        The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01. If there is a presumed loss under the provisions of this agreement, Vendor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,239.01 to 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Neb. Rev. Stat. § 81-8,294), Tort (Neb. Rev. Stat. § 81-8,209), and Contract Claim Acts (Neb. Rev. Stat. § 81-8,302), as outlined in state law and accepts liability under this agreement only to the extent provided by law.

    5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

N. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

O. ASSIGNMENT, SALE, OR MERGER

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Vendor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Vendor's business. Vendor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Vendor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

P.   **CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE**

The Vendor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(2), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Vendor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

Q.   **FORCE MAJEURE**

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event") that was not foreseeable at the time the Contract was executed. The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

R.   **CONFIDENTIALITY**

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

It is incumbent upon the Parties to inform their 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 by 5 U.S.C. 552a (m)(1), provides that any officer or employee, 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.

S.   **EARLY TERMINATION**

The contract may be terminated as follows:

1.   The State and the Vendor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.

2.   The State, in its sole discretion, may terminate the contract, in whole or in part, for any reason upon thirty (30) calendar day's written notice to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor 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, in whole or in part, immediately for the following reasons:

         a.   if directed to do so by statute,

         b.   Vendor 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 Vendor or of any substantial part of the Vendor'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 Vendor, its employees, officers, directors, or shareholders,

         e.   an involuntary proceeding has been commenced by any Party against the Vendor 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 Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor,

         f.   a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code,

         g.   Vendor intentionally discloses confidential information,

         h.   Vendor has or announces it will discontinue support of the deliverable; and,

         i.   In the event funding is no longer available.

T.   CONTRACT CLOSEOUT

Upon termination of the contract for any reason the Vendor shall within thirty (30) days, unless stated otherwise herein:

1.   Transfer all completed or partially completed deliverables to the State,
2.   Transfer ownership and title to all completed or partially completed deliverables to the State,
3.   Return to the State all information and data unless the Vendor is permitted to keep the information or data by contract or rule of law. Vendor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Vendor's routine back up procedures,
4.   Cooperate with any successor Contactor, person, or entity in the assumption of any or all of the obligations of this contract,
5.   Cooperate with any successor Contactor, person, or entity with the transfer of information or data related to this contract,
6.   Return or vacate any state owned real or personal property; and,
7.   Return all data in a mutually acceptable format and manner.

Nothing in this section should be construed to require the Vendor to surrender intellectual property, real or personal property, or information or data owned by the Vendor for which the State has no legal claim.

U.   PROHIBITED PRODUCTS

The State will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.

The State will not accept any products made by a company owned by the Chinese Communist Party. Furthermore, pursuant to Executive Order No. 23-05, the State will not accept any communications equipment or services developed by organizations on the Federal Communications Commission's Covered List.

The State will not accept goods from countries or persons identified on the Office of Foreign Assets Control Sanctions List.

V.   AMERICANS WITH DISABILITIES ACT

Vendor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131–12134), as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Pub.L. 110–325, 122 Stat. 3553 (2008)), which prohibits discrimination on the basis of disability by public entities.

W.   LONG-TERM CARE OMBUDSMAN (Nonnegotiable)

Vendor must comply with the Long-Term Care Ombudsman Act, per Neb. Rev. Stat. § 81-2237 et seq. This section shall survive the termination of this contract.

X.   OFFICE OF PUBLIC COUNSEL (Nonnegotiable)

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, Vendor 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.

Y.   LOBBYING

1.   No federal or state funds paid under this RFQ shall be paid for any lobbying costs as set forth herein.

2.   Lobbying Prohibited by 31 U.S.C. § 1352 and 45 CFR §§ 93 et seq, and Required Disclosures.

a.   Contractor certifies that no federal or state appropriated funds shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award for: (a) the awarding of any federal agreement; (b) the making of any federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
b.   If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence: an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with

Contractor, Contractor shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. Lobbying Activities Prohibited under Federal Appropriations Bills.

  a. No funds paid under this RFP shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government itself.

  b. No funds paid under this RFP shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

  c. The prohibitions in the two sections immediately above shall include any activity to advocate or promote any proposed, pending, or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale of marketing, including but not limited to the advocacy or promotion of gun control.

4. Lobbying Costs Unallowable Under the Cost Principles. In addition to the above, no funds shall be paid for executive lobbying costs as set forth in 45 CFR § 75.450(b). If Contractor is a nonprofit organization or an Institute of Higher Education, other costs of lobbying are also unallowable as set forth in 45 CFR § 75.450(c).

Z. LIQUIDATED DAMAGES

The bidder hereby acknowledges that the timely establishment and persistence of 1) the user acceptance testing (UAT) environment, 2) the production environment, 3) a stable post-implementation system, and 4) the expedited resolution of Critical Incidents impacting time-sensitive functions of the system are all vital to the Vital Records Unit. Any deficiencies in these areas would impair the ability of the Vital Records Unit to do the work of the State of Nebraska and would cause damages to the Vital Records Unit. It is difficult to precisely ascertain the nature and extent of such damages.

Liquidated damages may be assessed by the State as specified below in sections (II)(Z)(1) and (II)(Z)(2). Payments to the Vendor may be reduced for the Vendor's failure to resolve Critical Incidents in accordance with tables in these sections. A Critical incident will be considered resolved when both parties agree that the vendor has provided a permanent solution. The Vendor will be notified in writing when liquidated damages will commence.

1. Failure of the vendor to satisfy the dates for the "Results Prior to Go-live" Deliverables defined below in Table 1 may result in an assessment of liquidated damages as indicated in Table 1.

Table 1: Timely completion of "Results Prior to Go-live" Deliverables.

Results Prior to Go-live	Liquidated Damages
The system must have a user acceptance testing (UAT) environment completed and fully accessible to users no later than twelve (12) consecutive months after the "Kick-off" meeting. **Delays caused by the State or external third parties (e.g., SSA, NCHS, NAPHSIS) will be reviewed and may be exempted from liquidated damages.** *RFP, Section (VI)(A)(4)(e) Development and Testing.*	Five hundred dollars ($500.00) per business day for any failure to provide a UAT environment within the prescribed timeframe, with these liquidated damages continuing each business day until the UAT environment is completed and fully accessible to users.
The system must have the production environment completed and fully accessible to users no later than fifteen (15) consecutive months after the "Kick-off" meeting. **Delays caused by the State or external third parties (e.g., SSA, NCHS, NAPHSIS) will be reviewed and may be exempted from liquidated damages.** *RFP, Section (VI)(A)(4)(h) Implementation.*	Five hundred dollars ($500.00) per business day for any failure to provide the production environment within the prescribed timeframe, with these liquidated damages continuing each business day until a production environment has been achieved that is fully functional and accessible to users.

2. The vendor's allowing Critical Incidents to occur during Post Implementation and/or during the period of performance for Support, Maintenance, and Operations, which are defined below in Table 2, may result in an assessment of liquidated damages as indicated in Table 2.

Table 2: Critical Incidents occurring either during the "Post Implementation" and/or the "Support, Maintenance, and Operations" period of performance.

Critical Incidents: **Post-Implementation, Burn-in Period*** **Support, Maintenance, and Operations****	**Liquidated Damages**
Out of Business: A Critical Incident causes the system to be completely down, and the State of Nebraska is unable to conduct business with the system at any point following system implementation. *Burn-in Period - RFP, SECTION (VI)(A)(4)(i)(i)* ***Support, Maintenance, and Operations - RFP, SECTION (VI)(A)(4)(j)*	Out of Business The vendor will provide a viable workaround or a permanent solution to the problem within two (2) business days of the Critical Incident. If a viable workaround is not provided within two (2) consecutive calendar days, damages of one thousand dollars ($1,000.00) will be assessed on the third (3rd) consecutive calendar day and on each consecutive calendar day thereafter that the system is still down. If a permanent solution is not provided within thirty (30) consecutive calendar days of the Critical Incident, damages of two thousand five hundred dollars ($2,500.00) will be assessed on the thirty-first (31st) consecutive calendar day and on each calendar day thereafter until the permanent solution is implemented, and both parties agree that the vendor has provided a permanent solution to the software problem.
Time Sensitive: The Critical Incident pertains to time-sensitive functions, such as recording vital events, processing payments, and issuing or amending certified copies of certificates, preventing the use of such functions at any point following system implementation. *Burn-in Period - RFP, SECTION (VI)(A)(4)(i)(i)* ***Support, Maintenance, and Operations - RFP, SECTION (VI)(A)(4)(j)* ——————————————— Data Movement: The Critical Incident pertains to any interfaces required by the Vital Records Unit, such as the interface with the Online Verification System (OVS) or Fast Healthcare Interoperability Resources (FHIR) messaging at any point following system implementation. *Burn-in Period - RFP, SECTION (VI)(A)(4)(i)(i)* ***Support, Maintenance, and Operations - RFP, SECTION (VI)(A)(4)(j)*	Time Sensitive and Data Movement The vendor will provide a viable workaround or a permanent solution within three (3) consecutive calendar days of the Critical Incident. If a viable workaround is not provided within three (3) consecutive calendar days, damages of five hundred dollars ($500.00) will be assessed on the fourth (4th) consecutive calendar day and on each consecutive calendar day thereafter that no viable workaround is provided. If a permanent solution is not provided within thirty (30) consecutive calendar days of the Critical Incident, damages of five hundred dollars ($500.00) will be assessed on the thirty-first (31st) consecutive calendar day and on each calendar day thereafter until the permanent solution is implemented, and both parties agree that the vendor has provided a permanent solution to the software problem.

II. VENDOR DUTIES

Bidder should read the Terms and Conditions within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Terms and Conditions Within Section as Written" in the table below. The state will only consider exceptions that are expressly noted. Any exceptions not taken to a provision shall be deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Vendor Duties Within Section as Written (Initial)	Exceptions Taken to Vendor Duties Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
	KK	III. Vendor Duties, A. Independent Vendor/Obligations, page 15 **INDEPENDENT VENDOR / OBLIGATIONS** It is agreed that the Vendor is an independent Vendor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership. The Vendor is solely responsible for fulfilling the contract. The Vendor or the Vendor's representative shall be the sole point of contact regarding all contractual matters. The Vendor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Vendor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not

limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the bidder's solicitation response shall not be changed, except in the event of termination of employment of such by-name personnel, without the prior written approval of the State, which may not be unreasonably withheld. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Vendor to the contract shall be employees of the Vendor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Vendor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Vendor or the subcontractor respectively.
With respect to its employees, the Vendor agrees to be solely responsible for the following:
Any and all pay, benefits, and employment taxes and/or other payroll withholding,
Any and all vehicles used by the Vendor's employees, including all insurance required by state law,
Damages incurred by Vendor's employees within the scope of their duties under the contract,
Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
Determining the hours to be worked and the duties to be performed by the Vendor's employees; and,
All claims on behalf of any of Vendor's personnel arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Vendor, its officers, agents, or subcontractors or subcontractor's employees).

If the Vendor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the solicitation response. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its solicitation response in the performance of the contract without the prior written authorization of the State. If the Vendor subcontracts any of the work, the Vendor agrees to pay any and all subcontractors in accordance with the Vendor's agreement with the respective subcontractor(s).

The State reserves the right to require the Vendor to reassign or remove from the project any Vendor or subcontractor employee for reasonable circumstances.

Vendor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

		The Vendor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.
		Explanation: Contractor must be able to freely replace employees in the event of termination. In the event one of vendor's employees is injured by a third party or the client, Contractor may not be liable for those damages. Responsibility for employment claims must be for employees of Contractor.
	KK	III. Vendor Duties, I. Ownership of Information and Data/Deliverables, page 19 Delete this provision in its entirety. Explanation: This is not applicable to the licensing of SaaS solutions. There will be no data or deliverables developed, or ownership rights transferred under this contract.
	KK	III. Vendor Duties, K. Antitrust, page 24 Delete this provision in its entirety. Explanation: Vendor does not assign legal claims to clients
	KK	III. Vendor Duties, M. State Property, page 24 Delete this provision in its entirety. Explanation: This is not applicable as the Vendor will not have any of the State's physical property.
	KK	III. Vendor Duties, S. Warranty, page 26 **WARRANTY** Despite any clause to the contrary, the Vendor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Vendor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Vendor is unable to perform the services as warranted, Vendor shall reimburse the State all fees paid to Vendor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs. Explanation: The remedy for a breach of this warranty is included in the provision – reperformance of services. In the event the services still do not conform, then the State would have a breach of warranty claim. Vendor does not agree to cumulative remedies for a single breach.

		KK	III. Vendor Duties, U. Business Associate Provisions, 6.6, page 28 Vendor shall maintain and make available within fifteen (15) days in a commonly used electronic format: Protected Health Information maintained by Vendor in a Designated Record Set to DHHS, as necessary to satisfy DHHS' obligations under 45 CFR § 164.524; Any amendment(s) to Protected Health Information, maintained by Vendor in a Designated Record Set, as directed or agreed to by DHHS, pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy DHHS' obligations under 45 CFR § 164.526; The information required to provide an accounting of disclosures to DHHS, as necessary to satisfy DHHS' obligations under 45 CFR § 164.528. Explanation: These are obligations in the event Vendor maintains Designated Record Sets of PHI for the State. Revised for clarity.
		KK	III. Vendor Duties, U. Business Associate Provisions, 6.7, page 28 Make its internal practices, books, and records relating to the use and disclosure of Protected Heath Information received from or created or received by Vendor on behalf of DHHS available to the Secretary ~~or DHHS~~ for purposes of determining compliance with the HIPAA Rules. ~~Vendor shall provide DHHS with copies of the information it has made available to the Secretary at the same time as it was made available to the Secretary.~~ Explanation: HIPAA requires these items be provided only to the Secretary
		KK	III. Vendor Duties, U. Business Associate Provisions, 6.8 6.8 Report to DHHS within fifteen (15) days of when Vendor becomes aware, any unauthorized use or disclosure of Protected Health Information made in violation of the Contract or the HIPAA Rules, including any security incident that may put electronic Protected Health Information at risk. For purposes of this BAA "Security Incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by Business Associate so long as no such incident results in unauthorized access, use or disclosure of PHI. Vendor shall ~~as instructed by DHHS,~~ take immediate steps to mitigate any harmful effect of such unauthorized disclosure of Protected Health Information pursuant to the conditions of the Contract through the preparation and completion of a written Corrective Action Plan ~~that is subject to review and approval by DHHS.~~ Vendor shall be responsible for all ~~breach notifications in accordance with HIPAA rules and regulations, and all~~ direct and actual costs of legally required ~~associated with security incident investigations and~~ breach notifications due to a Breach of Unsecured PHI to the extent arising from Vendor's negligence.~~procedures~~ Explanation: Revised to make clear on what qualifies as a security incident that requires reporting. Mitigation and CAP will be in accordance with Vendor's internal processes. DHHS is responsible for sending notices to its individuals in the event of a Breach of

		Unsecured PHI, but Vendor is responsible for the cost of such legally required notices.
	KK	III. Vendor Duties, U. Business Associate Provisions, 6.9, page 28 Business Associate shall indemnify, defend, and hold harmless DHHS for any direct financial loss as a result of claims brought by third parties due to a Breach of Unsecured PHI ~~and which are~~ to the extent caused by the ~~failure~~ negligence of Vendor, its officers, directors, agents, or subcontractors ~~to comply with the terms of the Contract, or~~ and for penalties imposed by the HHS Office of Civil Rights relating to such Breach of Unsecured PHI ~~for any violations of the HIPAA Rules~~ caused by the negligence of Vendor, its officers, directors, agents, or subcontractors. Additionally, Vendor shall indemnify DHHS for ~~any time~~ ~~and~~actual and direct ~~expenses~~ costs it ~~may~~ incur~~s~~ from breach notifications that are necessary under the HIPAA Breach Notification Rule due to the Breach of Unsecured PHI.~~, which are caused by a failure of Vendor, its officers, directors, agents, or subcontractors to comply with the terms of the Contract.~~ Explanation: Vendor offers indemnification related to Breaches of Unsecured PHI as detailed in the proposed changes to this provision.
	KK	III. Vendor Duties, U. Business Associate Provisions, 7, page 28 7. TERMINATION FOR VIOLATION OF BUSINESS ASSOCIATE PROVISIONS. In addition to other termination provisions provided for herein, DHHS may immediately terminate the Contract, and any and all associated contracts, upon written notice to Vendor if ~~DHHS~~ ~~determines that~~ Vendor has violated a material term of these section III. U. Business Associate Provisions that is curable and has not cured such violation within ten (10) days of written notice from DHHS. Explanation: In the event a breach is curable, there must be a cure period to allow Vendor to become compliant before the termination right.

A.   **INDEPENDENT VENDOR / OBLIGATIONS**

It is agreed that the Vendor is an independent Vendor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Vendor is solely responsible for fulfilling the contract. The Vendor or the Vendor's representative shall be the sole point of contact regarding all contractual matters.

The Vendor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Vendor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the bidder's solicitation response shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Vendor to the contract shall be employees of the Vendor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Vendor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Vendor or the subcontractor respectively.

With respect to its employees, the Vendor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Vendor's employees, including all insurance required by state law,
3. Damages incurred by Vendor's employees within the scope of their duties under the contract,
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Vendor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Vendor, its officers, agents, or subcontractors or subcontractor's employees).

If the Vendor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the solicitation response. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its solicitation response in the performance of the contract without the prior written authorization of the State. If the Vendor subcontracts any of the work, the Vendor agrees to pay any and all subcontractors in accordance with the Vendor's agreement with the respective subcontractor(s).

The State reserves the right to require the Vendor to reassign or remove from the project any Vendor or subcontractor employee.

Vendor shall ensure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Vendor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B.   FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)
The Vendor certifies that it is not a scrutinized company as defined under the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. Sec. § 73-903 (5); that it will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company.

C.   EMPLOYEE WORK ELIGIBILITY STATUS
The Vendor 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 Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at
https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf
2. The completed United States Attestation Form should be submitted with the Solicitation response.
3. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Vendor understands and agrees that lawful presence in the United States is required, and the Vendor may be disqualified, or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

D.   COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)
The Vendor 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 Vendors of the State of Nebraska, and their Subcontractors, 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 Vendor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Vendor shall insert a similar provision in all Subcontracts for goods and services to

be covered by any contract resulting from this Solicitation.

E.   COOPERATION WITH OTHER VENDORS
Vendor may be required to work with or in close proximity to other Vendors or individuals that may be working on same or different projects. The Vendor shall agree to cooperate with such other Vendors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other Vendor or individual. Vendor is not required to compromise Vendor's intellectual property or proprietary information unless expressly required to do so by this contract.

F.   DISCOUNTS
Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the solicitation response. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in satisfactory condition, whichever is later.

G.   PRICES
Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Solicitation. 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.

Prices submitted on the cost sheet form, once accepted by the State, shall remain fixed for the initial five (5) year term of the contract. Any request for a price increase after the initial five (5) year term of the contract shall not exceed five percent (5%) of the previous contract period. If approved, only one (1) increase will be allowed. The request for a price increase must be submitted in writing to the DHHS a minimum of one hundred-twenty (120) days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

H.   PERMITS, REGULATIONS, LAWS
The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Vendor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Vendor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

I.   OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES
The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Vendor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Vendor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

Notwithstanding the previously stated provisions of this section, Vendor shall retain all ownership and intellectual property rights to its commercial off-the-shelf system developed prior to this contract, provided the State receives a royalty-free, perpetual license for use of the system and related components.

The State shall be the owner of the vital records data which are collected, stored, accessed, utilized, manipulated or reproduced by the System.

J.   INSURANCE REQUIREMENTS
The Vendor shall throughout the term of the contract maintain insurance as specified herein and provide the State with a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Vendor shall not commence work on the contract until the insurance is in place. If Vendor subcontracts any portion of the Contract the Vendor must, throughout the term of the contract, either:

1.   Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor,
2.   Require each subcontractor to have equivalent insurance and provide written notice to the State that the Vendor has verified that each subcontractor has the required coverage; or,
3.   Provide the State with copies of each subcontractor's Certificate of Insurance, evidencing the required

coverage.

The Vendor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Vendor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Vendor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within two (2) years of termination or expiration of the contract, the Vendor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and two (2) years following termination or expiration of the contract.

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

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1.   **WORKERS' COMPENSATION INSURANCE**
        The Vendor 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 Vendor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor'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. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter**. The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2.   **COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**
        The Vendor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Vendor and any Subcontractor 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 Vendor or by any Subcontractor 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 Vendors, 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 secondary and non-contributory**. **The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000 per occurrence
Bodily Injury/Property Damage	$1,000,000 per occurrence
Medical Payments	$10,000 any one person
Damage to Rented Premises (Fire)	$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
WORKER'S COMPENSATION	
Employers Liability Limits	$500K/$500K/$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
Professional liability (IT Professional)	$3,000,000
All Other Professional Liability (Errors & Omissions)	$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	$10,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3.   **EVIDENCE OF COVERAGE**
       The Vendor shall furnish the Contract Manager, via email, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

       120277 O3 REBID

       DHHS Office of Procurement and Grants
       Attn: Bradley Murphy
       301 Centennial Mall South, 5th Floor
       Lincoln, NE 68509
       dhhs.rfpquestions@nebraska.gov

       These certificates or the cover sheet shall reference the solicitation 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 Vendor to maintain such insurance, then the Vendor shall be responsible for all reasonable costs properly attributable thereto.

       Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Vendor.

K. ANTITRUST

The Vendor 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.

L. CONFLICT OF INTEREST

By submitting a solicitation response, vendor certifies that no relationship exists between the vendor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this solicitation or project.

Vendor further certifies that vendor will not employ any individual known by vendor to have a conflict of interest nor shall vendor take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, vendor shall provide with its solicitation response a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall solicitation response evaluation.

M. STATE PROPERTY

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

N. SITE RULES AND REGULATIONS

The Vendor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Vendor 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 in writing between the State and the Vendor.

O. ADVERTISING

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

P. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)

1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.

2. By entering into this Contract, Vendor understands and agrees that if the Vendor is providing a product or service that contains ICT, as defined in subsection 3 (below) and such ICT is intended to be directly interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Vendor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.

3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Vendor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a Vendor.

Q.   DISASTER RECOVERY/BACK UP PLAN

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

R.   DRUG POLICY

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

S.   WARRANTY

Despite any clause to the contrary, the Vendor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Vendor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Vendor is unable to perform the services as warranted, Vendor shall reimburse the State all fees paid to Vendor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

T.   TIME IS OF THE ESSENCE

Time is of the essence with respect to Vendor's performance and deliverables pursuant to this Contract.

U.   BUSINESS ASSOCIATE PROVISIONS

1. <u>BUSINESS ASSOCIATE</u>. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and in reference to the party to the Contract, shall mean Vendor or Contractor.

2. <u>COVERED ENTITY.</u> "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 the Contract, shall mean DHHS.

3. <u>HIPAA RULES</u>. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

4. <u>SECURITY INCIDENT</u>. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, or interference with system operations in an information system.

5. <u>OTHER TERMS</u>. For purposes of these Business Associate Provisions, the following terms shall have the same meaning as those terms in the HIPAA 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, Subcontractor, Unsecured Protected Health Information, and Use.

6. <u>THE VENDOR shall do the following:</u>
6.1.   Not use or disclose Protected Health Information other than as permitted or required by the Contract or as required by law. Vendor may use Protected Health Information for the purposes of managing its internal business processes relating to its functions and performance under the Contract. Use or disclosure must be consistent with DHHS' minimum necessary policies and procedures.
6.2.   Implement and maintain appropriate administrative, physical, and technical safeguards to prevent access to, and the unauthorized use and disclosure of Protected Health Information. 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 in the Contract and assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement, and maintain reasonable security measures.
6.3.   To the extent Vendor is to carry out one or more of the DHHS' obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to DHHS in the performance of such obligations. Contractor may not use or disclosure Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by DHHS.
6.4.   In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agents and subcontractors that create, receive, maintain, or transmit Protected Health Information received from DHHS, or created by or received from Vendor on behalf of DHHS, agree in writing to the same

restrictions, conditions, and requirements relating to the confidentiality, care, custody, and minimum use of Protected Health Information that apply to the Contractor with respect to such information.

6.5. Obtain reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and that the person shall notify Vendor of any instances of which the person is aware that the confidentiality of the information has been breached.

6.6. Vendor shall maintain and make available within fifteen (15) days in a commonly used electronic format:

    6.6.1. Protected Health Information to DHHS, as necessary to satisfy DHHS' obligations under 45 CFR § 164.524;

    6.6.2. Any amendment(s) to Protected Health Information, as directed or agreed to by DHHS, pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy DHHS' obligations under 45 CFR § 164.526;

    6.6.3. The information required to provide an accounting of disclosures to DHHS, as necessary to satisfy DHHS' obligations under 45 CFR § 164.528.

6.7. Make its internal practices, books, and records relating to the use and disclosure of Protected Heath Information received from or created or received by Vendor on behalf of DHHS available to the Secretary or DHHS for purposes of determining compliance with the HIPAA Rules. Vendor shall provide DHHS with copies of the information it has made available to the Secretary at the same time as it was made available to the Secretary.

6.8. Report to DHHS within fifteen (15) days of when Vendor becomes aware, any unauthorized use or disclosure of Protected Health Information made in violation of the Contract or the HIPAA Rules, including any security incident that may put electronic Protected Health Information at risk. Vendor shall, as instructed by DHHS, take immediate steps to mitigate any harmful effect of such unauthorized disclosure of Protected Health Information pursuant to the conditions of the Contract through the preparation and completion of a written Corrective Action Plan that is subject to review and approval by DHHS. Vendor shall be responsible for all breach notifications in accordance with HIPAA rules and regulations, and all costs associated with security incident investigations and breach notification procedures.

6.9. Business Associate shall indemnify, defend, and hold harmless DHHS for any financial loss as a result of claims brought by third parties and which are caused by the failure of Vendor, its officers, directors, agents, or subcontractors to comply with the terms of the Contract, or for penalties imposed by the HHS Office of Civil Rights for any violations of the HIPAA Rules caused by Vendor, its officers, directors, agents, or subcontractors. Additionally, Vendor shall indemnify DHHS for any time and expenses it may incur from breach notifications that are necessary under the HIPAA Breach Notification Rule, which are caused by a failure of Vendor, its officers, directors, agents, or subcontractors to comply with the terms of the Contract.

7. **TERMINATION FOR VIOLATION OF BUSINESS ASSOCIATE PROVISIONS.**

7.1 In addition to other termination provisions provided for herein, DHHS may immediately terminate the Contract, and any and all associated contracts, if DHHS determines that Vendor has violated a material term of these section III. U. Business Associate Provisions.

7.2 Within thirty (30) days of expiration or termination of the Contract, or as agreed, unless Vendor requests and DHHS authorizes a longer period of time, Vendor shall return. or at the written direction of DHHS, destroy all Protected Health Information received from DHHS (or created or received by Vendor on behalf of DHHS) that Vendor still maintains in any form, and shall retain no copies of such Protected Health Information. Vendor shall provide a written certification to DHHS 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 DHHS to be infeasible, Vendor shall use such Protected Health Information only for purposes that makes such return or destruction infeasible, and the provisions of the Contract shall survive with respect to such Protected Health Information.

7.3 The obligations of the Vendor under this Termination section shall survive the termination of the Contract.

III. PAYMENT

Bidder should read the Terms and Conditions within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Terms and Conditions Within Section as Written" in the table below. The state will only consider exceptions that are expressly noted. Any exceptions not taken to a provision shall be deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Payment Clauses Within Section as Written (Initial)	Exceptions Taken to Payment Clauses Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
KK		

A. **PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)**
Pursuant to Neb. Rev. Stat. § 81-2403, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

B. **TAXES (Nonnegotiable)**
The State is not required to pay taxes and assumes no such liability as a result of this Solicitation. The Vendor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Vendor's equipment which may be installed in a state-owned facility is the responsibility of the Vendor.

C. **INVOICES**
Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment.

The Vendor shall submit invoices as follows:

- Upon completion and sign-off of each respective project deliverable category as outlined in the Cost Sheet. At a minimum, invoices must clearly indicate charges broken down by project deliverable category as outlined in the Cost Sheet, the contract number, and date of invoice.

- Support, Maintenance, and Operations shall be billed quarterly, following the final sign-off of the post-implementation period, throughout the duration of the contract.

The terms and conditions included in the Vendor'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 State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

Invoices shall be sent to the Vital Records Unit **via email.** The specific name and email of the individual will be provided after contract award.

In the case of unforeseen circumstances not allowing the invoice to be sent via email, please send to:

DHHS Vital Statistics Unit
301 Centennial Mall South
P.O. Box 95065
Lincoln, NE 68509I

D.   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 Vendor or Subcontractor 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.

E.   PAYMENT (Nonnegotiable)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the Vendor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Vendor prior to the Effective Date of the contract, and the Vendor hereby waives any claim or cause of action for any such goods or services.

F.   LATE PAYMENT (Nonnegotiable)

The Vendor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

G.   SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable)

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Vendor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Vendor 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 Vendor be paid for a loss of anticipated profit.

H.   RIGHT TO AUDIT (First Paragraph is Nonnegotiable)

The State shall have the right to audit the Vendor's performance of this contract upon a thirty (30) days' written notice. Vendor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit, and the Vendor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Vendor shall make the Information available to the State at Vendor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Vendor so elects, the Vendor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Vendor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Vendor agrees to correct any material weaknesses or conditions found as a result of the audit.

c. Any license, user agreement, service level agreement, or similar documents that the bidder desires to have reviewed and considered.

Please see the *Sample Netsmart Master Services* Agreement below.

MASTER AGREEMENT

This Master Agreement ("**Agreement**") is effective as of the date last signed by the parties below (the "**Effective Date"),** between

Netsmart Technologies, Inc. 11100 Nall Avenue Overland Park, KS 66211 ("**Netsmart**")	CLIENT NAME , ("**Client**") State tax exempt: No
Attention: Joseph McGovern, EVP Telephone No: (631) 968-2012 E-mail Address: jmcgovern@ntst.com Legal notices to be sent to: Contracts_Notice@ntst.com	Attention: Telephone No: E-mail Address: Legal notices to be sent to (if different):

This Agreement sets forth the terms and conditions for the licenses, solutions, hardware and services provided by Netsmart to Client.

Netsmart Technologies Inc.	Client
BY: _____ (SIGNATURE) _____ (PRINTED NAME) _____ **TITLE** _____ **DATE**	**BY:** _____ (SIGNATURE) _____ (PRINTED NAME) _____ **TITLE** _____ **DATE**

1. DEFINITIONS

Each capitalized term used in this Agreement shall have the following meaning:

a. "**Confidential Information**" means all technical, financial and other information that is disclosed by either party to the other, whether orally or in writing, any disputes, status reports, scheduling updates, workflows, forms, reporting, the terms of this Agreement, pricing, Services, Work Product, data (other than Protected Health Information which is protected in accordance with the BAA), Documentation, all non-public information related to Netsmart products, services and methodologies. "Confidential Information" does not include information (a) publicly available through no breach of this Agreement; (b) rightfully acquired from a third party having a bona fide right to disclose or make the same available; (c) independently developed or previously known by a party; or (d) Protected Communication.

b. "**Data**" means all information collected, stored, processed or generated through Client's use of the Software Services.

c. "**Documentation**" means the description and features of the Licensed Software and Software Services as set forth on the Netsmart Wiki, which includes release notes. The Netsmart Wiki can be accessed via the application or the NetsmartConnect support portal.

d. "**First Productive Use**" means the date that Data is being accessed or entered in the Software Services for processing or review in Client's commercial environment.

e. "**Force Majeure**" mean acts or events beyond its reasonable control, including but not limited to, acts of nature, governmental actions, acts of terrorism, fire, labor, civil disturbances, pandemics, transportation problems, interruptions of power supply or communications, breakdown of internet service provider and natural disasters, any of which makes performance impossible.

f. "**Hardware Configuration**" means the hardware required to install and/or operate the Licensed Software or Software Services as set forth at https://wikihelp.ntst.com/Special:Userlogin?returntotitle=Req#tab=login, Username: Netsmart_Prospect and Password: Netsmart1.

g. "**Licensed Software**" means the Netsmart commercial computer software programs in object code form listed in a Purchase Agreement and their associated Documentation.

h. "**Problem or Defect**" means any failure of the Licensed Software or Software Services to operate in substantial conformance with the Documentation.

i. "**Protected Communication**" mean those communications protected under 45 CFR § 170.403, Communications, of the 21st Century Cures Act (the "Communications Rule"), regarding the usability, interoperability or security of the Netsmart Licensed Software or Software Services; relevant information regarding users' experiences when using the Licensed Software or Software Services; Netsmart's business practices related to exchanging electronic health information; and the manner in which a user uses the Licensed Software or Software Services.

j. "**Purchase Agreement**" means a document executed by the parties (such as a quote or addendum) setting forth the items being purchased by Client, which will be subject to and incorporated into this Agreement.

k. "**Scope of Use**" means a metric used to define the limits of the products and services as provided for in the Agreement (i.e. number of concurrent users).

l. "**Services**" means the implementation, training, Software Services, Support Services and other services to be provided by Netsmart under this Agreement.

m. "**Software Services**" or "**SaaS**" means the right to access the Licensed Software and/or Third Party Products in a cloud computing environment in accordance with the SOW, together with the Support Services.

n. **"Statement of Work"** or **"SOW"** means the scope for the implementation of the Software Services.

o. **"Support Services"** means the application maintenance and support services provided by Netsmart for the Software Services.

p. **"Third Party Products"** means any commercial software product or infrastructure acquired by Netsmart from an outside vendor on behalf of Client.

q. **"Work Product"** means any documentation, technique, methodologies, inventions, reports, software, or procedures developed, conceived or introduced by Netsmart during the course of this Agreement, whether acting alone or in conjunction with Client or its employees, Users or others. Work Product does not include any Client Confidential Information or Data.

2. SOFTWARE SERVICES LICENSE RIGHTS

a. Software Services License. Netsmart hereby grants Client a non-exclusive, royalty-free, non-transferable subscription license to use the Software Services only:

i. for Client's internal business purposes and not to process the data of any other entity; and

ii. to support the Scope of Use for the Software Services set forth on the applicable Purchase Agreement(s).

b. License Rights. The license rights granted in this section may be exercised by Client, its employees and independent contractors (provided that such independent contractors are not competitors of Netsmart) (each a **"User"**). Client shall be responsible for each User(s) compliance with the terms of this Agreement.

c. License Restrictions. Except as expressly stated in this Agreement, no other rights, express, implied or otherwise, are granted to Client and Netsmart reserves all rights not expressly granted herein. Client will not permit the Software Services or Third Party Products (i) to be disassembled or reverse engineered, (ii) to be sold, disclosed, leased, subleased, lended or otherwise made available to others including third party hosting providers, (iii) to be or attempted to be accessed, modified, make additions to or altered, (iv) make any derivations, adaptations, or translations in whole or in part, (v) Client shall not transmit malware including but not limited to malicious codes, viruses, Trojan horses or similar mechanisms, and/or (vi) to be used to develop functionally similar computer software or to otherwise compete with Netsmart. No copies of the Software Services or Third Party Products may be made by Client without the prior written consent of Netsmart except for backup purposes in accordance with normal data processing practices. Client agrees to reproduce any copyright notices and/or other proprietary legends, regardless of form, contained in, affixed to, or appearing on the Software Services and Third Party Products.

d. Third Party Products. Third Party Products are licensed subject to the same restrictions as are set forth in this Agreement. Third Party Products are also subject to and Client agrees to the pass through terms that apply to those Third Party Products at https://www.ntst.com/lp/pass-through-terms. Notwithstanding the foregoing, nothing contained in the third party pass through terms will diminish Netsmart's obligations under this Agreement.

e. Software Title. The Software Services are proprietary to Netsmart and are based upon and contain trade secrets and other Confidential Information. Netsmart reserves title to the Software Services and all other rights not expressly granted herein.

f. Scope of Use Audit. Client acknowledges that Netsmart has access to view Client's actual Scope of Use and will periodically verify Client's actual Scope of Use of the Software Services. Should this verification identify usage of the Software Services in excess of the Scope of Use contracted for, Client agrees to true-up the Scope of Use to the current usage levels.

3. SERVICES

a. Implementation. The Statement of Work will set forth the tasks to be performed by each party, the time frames in which such tasks will be performed, and will identify the roles and responsibilities of the persons who will be provided by Client to support the implementation.

b. Support Services. Netsmart agrees to provide Support Services in accordance with the terms set forth on Schedule A.

c. Data Services. To the extent permitted by applicable law, Netsmart may (i) use and disclose Data as necessary to perform, analyze and improve the Services; (ii) use and disclose Data to provide data aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B), including use for statistical compilations, reports and all other purposes allowed under applicable law HIPAA and (iii) deidentify PHI in accordance with the standards set forth in HIPAA and use and disclose such deidentified data.

d. Data Security. Netsmart has a risk-based, independent third-party-audited Information Security Management System ("**ISMS**") designed to enable Software Services and Support Services to be delivered in a secure manner and protect against threats to the security or integrity of Client's Data. Netsmart aligns its ISMS with the National Institute of Standards and Technology (NIST) cybersecurity framework. Netsmart annually agrees to undergo SSAE18 SOC 2 Type 2 review of its data center operations and agrees to provide a summary of the report upon Client's request.

e. Suspension of Services. Netsmart may, upon advance written notice to Client, suspend Services without liability to Client in the event of (i) a threat to the security of Netsmart's systems, the Services, or (ii) Client's undisputed invoices are overdue and written notice has been provided by Netsmart, in addition to any other rights or remedies, including termination of the Agreement.

4. PAYMENTS

a. Payments. Invoices are payable net thirty (30) days after invoice date. Client will pay a finance charge on all undisputed amounts past due at a rate of 18% per annum or the highest interest rate permitted by law. Failure to make timely payment is considered a material breach of the Agreement.

b. Annual Increases. Netsmart agrees that it will not revise any recurring fees during the first year of this Agreement. Thereafter, any recurring fees will be increased annually at a rate of **5%** or the most recent increase in the US Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) - Medical Care, whichever is greater. Netsmart may further increase recurring fees for Third Party Products, if such increase from Netsmart's third party supplier exceeds the amount permitted under this Section. Netsmart agrees any such additional increase shall be at the same rate charged by the third party supplier.

c. Taxes. The fees set forth in this Agreement do not include any taxes. Where applicable, taxes will be added to the fees, and Client will pay amounts equal to any taxes (however designated, levied, or based) on such fees including, but not limited to, state and local sales, privilege, property, use or excise taxes, but not including taxes based on the net income of Netsmart. If Client is tax exempt, Client will provide Netsmart a certificate of exemption from taxes.

5. WARRANTIES

a. Functionality Warranty. Netsmart warrants that the Software Services will substantially conform in all material respects with the Documentation, provided Client is on the most current or next to most current version of the Software Services and no modifications, additions or alterations of any kind have been made. In the event of a breach of the foregoing warranty and provided Client is receiving Support Services, Netsmart will (i) correct any reproducible Problems or Defects in the Software Services which prevent it from operating in substantial conformance with the Documentation; or (ii) provide a commercially reasonable alternative that will substantially conform with the Documentation in accordance with the Support Services provisions set forth in Schedule A. The

foregoing warranty will only apply if Client meets the Hardware Configuration. CLIENT'S EXCLUSIVE REMEDY UNDER THIS SECTION AND NETSMART'S SOLE OBLIGATION IS TO MODIFY THE SOFTWARE SERVICES TO ELIMINATE THE PROBLEM OR DEFECT. IN THE EVENT NETSMART CANNOT MODIFY OR ELIMINATE THE PROBLEM OR DEFECT, CLIENT MAY TERMINATE THE AGREEMENT PURSUANT TO THE TERMINATION SECTION AND SEEK ALL AVAILABLE REMEDIES AT LAW AND IN EQUITY.

b. Services Warranty. Netsmart warrants that the Services will be performed in a professional manner in accordance with the terms in this Agreement.

c. Disclaimer Of All Other Warranties. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESS OR IMPLIED, WHETHER IN RELATION TO THE SOFTWARE SERVICES, HARDWARE OR THE PROVISION OF ANY SERVICES INCLUDING, BUT NOT LIMITED TO, THOSE CONCERNING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY TRADE USAGE OR COURSE OF DEALING.

6. LIMITATION OF LIABILITY

a. LIMITATION ON DAMAGES. EXCEPT FOR A BREACH OF THE LICENSE RESTRICTIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES.

b. LIMITATION ON CUMULATIVE LIABILITY. EXCEPT FOR INFRINGEMENT INDEMNIFICATION OBLIGATIONS, THE MAXIMUM AGGREGATE LIABILITY OF NETSMART TO CLIENT FOR ANY ACTUAL OR ALLEGED DAMAGES ARISING OUT OF, BASED ON OR RELATING TO THIS AGREEMENT, WHETHER BASED UPON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR ANY OTHER LEGAL THEORY, WILL NOT EXCEED THE FEES PAID TO NETSMART FOR THE IMPACTED PRODUCTS AND SERVICES DURING THE PRIOR TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CAUSE OF ACTION.

7. INDEMNIFICATION

a. Infringement Indemnification. Netsmart will defend, indemnify and hold harmless Client and its officer, directors, employees and agents from and against third party claims, liabilities, obligations, judgements, causes of action (the "**Claim**"), and associated costs and expenses (including reasonable attorneys' fees) to the extent arising out of an allegation that the use of the Software Services infringes a third party's U.S. patent, trademark, copyright or other third party intellectual property right. In the event such an infringement is found, Netsmart will at its option and expense, and as Client's sole and exclusive remedy, procure the right to continued use of the Software Services, replace or modify the Software Services with a non-infringing program, or terminate the license of the Software Services, and will refund to Client a pro rata refund of fees prepaid for Software Services not yet provided. Netsmart's indemnification obligations will not apply to the extent the Claim is based upon (i) the use of the Software Services in violation with the terms of this Agreement; (ii) the use of the Software Services in combination with other products or services not made or furnished by Netsmart, provided that the Software Services alone are not the cause of such Claim; (iii) the modification, additions or alterations of the Software Services or any portion thereof by anyone other than Netsmart, provided that the Software Services in unmodified form are not the cause of such Claim; or (iv) the use of Software Services not updated to the latest version offered by Netsmart, where such version cures the infringement.

b. Client Indemnification. Client will indemnify, defend and hold harmless Netsmart and its officer, directors, employees and agents from and against all Claims, and associated costs and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from Client's misuse of the Software Services, or any claim by any party receiving services from Client.

c. Indemnification Process. Upon becoming aware of any matter which is subject to the provisions of the Indemnification Section, the party seeking indemnification must (i) give prompt written notice of such Claim to

the other party; (ii) provide the indemnifying party with the authority, information and assistance to defend or settle the Claim; and (iii) not materially prejudice the indemnifying party's ability to defend or settle the Claim. The indemnifying party has the right to control and defend the Claim at its own expense and with its own counsel and to settle the Claim so long as such settlement does not require the indemnified party to pay any money or admit any liability without the indemnified party's prior written consent. The indemnified party will have the right, at its option, to participate in the defense of the Claim with its own counsel at its own expense.

8. <u>TERM AND TERMINATION</u>

a. <u>Term</u>. The Term of the Service(s) is set forth on the applicable Purchase Agreement(s) (the "Term"). At the expiration of the initial Term, the Service(s) will be automatically renewed on an annual basis on the anniversary of the Effective Date for additional one year terms ("**Option Term**"). Either party may terminate the Service(s) as of the last day of the initial Term or any Option Term, by providing ninety (90) days written notice of termination prior to the last day of the initial Term, or the last day of any Option Term.

b. <u>Termination.</u> Either party may terminate this Agreement or a Purchase Agreement, if the other party is in material breach by sending a written notice specifying each breach with reasonable detail, unless (i) the breaching party has cured the breach within thirty (30) days of receipt of written notice, or (ii) with respect to a breach which may not be reasonably cured within the 30-day period, the breaching party is diligently pursuing cure of, and cures the breach as soon as practicable. In the event this Agreement is terminated due to a breach by Client, within thirty (30) days of the date of termination of this Agreement, Client will erase from all computer storage any image or copies of the Software Services, related documentation and will certify in writing to Netsmart that the original and all copies of such property have been destroyed. In the event of termination, Client shall be responsible for all fees related to software and Services rendered through the effective date of such termination.

c. <u>Survival.</u> Notwithstanding any termination of this Agreement for any reason, the terms and conditions set forth in the following Sections of this Agreement will survive and will be binding on the representatives, successors, heirs and assignees of the parties: Limitation of Liability, Indemnification (with respect to claims arising prior to termination), Confidentiality, and General Provisions.

9. <u>CONFIDENTIALITY</u>

a. <u>Confidential Information.</u> Except as permitted in this Agreement, neither party will, nor will they permit their employees, agents, attorneys or independent contractors to, disclose, use, copy, distribute, sell, license, publish, reproduce, or otherwise make available Confidential Information of the other party. Each party agrees to secure and protect the other party's Confidential Information using the same standard of care, but in no event less than reasonable care, that it uses to protect its own Confidential Information. Each party agrees to require their respective employees, agents, attorneys, and independent contractors who have a need to access Confidential Information to be bound by confidentiality obligations sufficient to protect the Confidential Information. Either party may disclose the other party's Confidential Information to the extent required by applicable law or regulation, provided that, as permitted, it notifies the other party in writing as soon as practicable prior to such disclosure. Notwithstanding the foregoing, Netsmart shall not prohibit or restrict or engage, nor shall anything contained herein be construed to permit or allow Netsmart to engage in a practice that prohibits or restricts Client from any Protected Communications that are entitled to unqualified protection as defined and required under the ONC Final Rules (45 C.F.R. Parts 170 and 171). Client recognizes that Netsmart has a legitimate interest in the Protected Communications and that if Netsmart is not made aware of the issues that may be detailed in a Protected Communication, Netsmart is not able to resolve, correct or explain them. Netsmart encourages Client to report all such issues included in Protected Communications through Netsmart's standard support process. Netsmart reserves all rights to assert that any prohibition or restriction imposed by Netsmart on Protected Communications is permitted because it is not entitled to unqualified protection under 45 C.F.R. 170.403(a)(2)(ii).

b. <u>HIPAA.</u> The parties agree to comply with the Business Associate Agreement ("**BAA**") attached hereto and incorporated by reference.

10. **INTELLECTUAL PROPERTY**

Netsmart retains all right, title and interest, including intellectual property rights and all other rights in the Licensed Software, Software Services, Services and Work Product. Netsmart grants to Client a non-exclusive, non-transferable license to use Work Product for Client's own internal business purposes in conjunction with the Software Services during the Term and for no other purpose.

11. **FORCE MAJEURE**

Except for obligations to pay for Services performed or products delivered, neither party will be responsible for delays or failures in performance resulting from an event of Force Majeure. The delayed party will perform its obligations within a reasonable time after the cause of the failure has been remedied, and the other party will accept the delayed performance.

12. **GENERAL PROVISIONS**

a. <u>Governing Law</u>. This Agreement will be interpreted and enforced in accordance with the laws of the State of Kansas, without giving effect to the conflict of law rules thereof. Both parties agree this Agreement does not constitute a consumer transaction.

b. <u>Entire Agreement</u>. This Agreement contains the entire understanding of the parties with respect to the matter contained herein. There are no promises, covenants or undertakings contained in any other written or oral communication. In the event of any conflict between or among the documents comprising this Agreement, the latest dated agreement will prevail. This Agreement may not be modified except in writing and signed by authorized representatives of the parties.

c. <u>Notices</u>. Any notices required or permitted to be sent hereunder will be in writing and will be sent, deposited with the U.S. Postal Service (certified mail, return receipt requested). Notices to Client and Netsmart will be sent to the addresses first set forth on the first page of this Agreement. Notices to Netsmart will be sent "Attention: Corporate Counsel" and emailed to Contracts_Notice@ntst.com. Notices will be effective upon the date when delivery is either effected or refused.

d. <u>Allocation of Risks</u>. Each party represents and warrants that it is a sophisticated party. The prices paid, warranties, warranty disclaimers, limitations of liability, remedy limitations and all other provisions of this Agreement were negotiated to reflect and support an informed and voluntary allocation of risks between Client and Netsmart. Client and Netsmart waive all protection of any federal or state trade practices statutes and expressly release any and all claims Client or Netsmart could bring or file against the other party seeking to assert a claim for relief under a federal or state trade, merchandising practices or consumer protection act statute.

e. <u>Waiver</u>. A waiver or consent to any term, condition, right or remedy under this Agreement must be in writing to be effective. Failure of either party to enforce any term or condition of this Agreement will not constitute a waiver of such term or condition. No waiver or consent for any one matter will be a waiver or consent for any subsequent or different matter.

f. <u>Insolvency</u>. In the event that either party will cease conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under a Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, which is not discharged within ninety (90) days, then (at the option of the other party) this Agreement will terminate and be of no further force and effect and any property or rights of such other party, whether tangible or intangible, will forthwith be returned to it.

g. <u>Assignment</u>. Client may not assign this Agreement or any of the licenses herein, without the prior written consent of Netsmart, except to an assignee who acquires all or substantially all of the assets of Client, is not a competitor

of Netsmart and has financial resources at least equal to those of Client. Any permitted assignee will assume in writing, all obligations of the assignor.

h. Exclusion. Netsmart acknowledges that to the best of its knowledge neither Netsmart nor its employees providing services hereunder are listed on the Office of Inspector General (OIG) List of Excluded Individuals/Entities (LEIE) as ineligible to participate in any federal health care program.

i. Medicare Access to Records Clause. If this Agreement is deemed subject to 42 U.S.C. § 1395x(v)(1)(I) and 42 C.F.R. Part 420, Subpart D 420.300 et seq., then in accordance with such law, Netsmart shall, until the expiration of four (4) years after the furnishing of any Medicare reimbursable services pursuant to this Agreement, upon written request, allow the Comptroller General of the United States, the Secretary of Health and Human Services, and their duly authorized representatives access to this Agreement and to Netsmart's books, documents and records necessary to certify the nature and extent of costs of Medicare reimbursable services provided under this Agreement.

j. Publicity. Upon prior written approval, Client authorizes Netsmart to identify Client as a client, and to use Client's name and logo in any of Netsmart's advertising copy, promotional material or press releases.

k. Arbitration and Injunctive Relief. Netsmart and Client will work cooperatively to resolve any dispute arising out of or relating to this Agreement ("Dispute") amicably at appropriate management levels. If a Dispute remains unresolved and a party wishes to initiate a formal dispute, the party will submit the Dispute to binding arbitration in the State of Kansas under the Federal Arbitration Act ("FAA") and under the then-current Commercial Arbitration Rules of the American Arbitration Association, Inc. ("AAA"). The arbitrator will follow the Federal Rules of Evidence. The provisions of this Agreement will control over both the rules and procedures of the FAA, AAA and the Federal Rules of Evidence. Each party will bear their own fees, expenses and costs incurred in connection with the arbitration, but the parties will share equally the fees and expenses of the arbitrator. Judgement on any arbitration award may be entered and enforced in any court of competent jurisdiction. No action, regardless of form, arising out of this Agreement, except for amounts owed under this Agreement, will be brought more than one (1) year after the cause of action accrues. Each party acknowledges that any breach of its obligations with respect to the other party's confidentiality and intellectual property rights may result in irreparable injury for which monetary damages will not be adequate and the non-breaching party is entitled to seek injunctive relief in addition to any other relief a court may deem proper.

l. Practice of Medicine and Accuracy of Information. Client acknowledges and agrees that the Software Services and Services are information management tools, many of which contemplate and require the involvement of professional medical personnel. The duty to diagnose and treat a patient lies solely with Client and use of information provided by Netsmart, in no way replaces or substitutes for the professional judgment or skill of Client. Client is solely responsible for the accuracy, quality and legality of the content and data it uploads and any liabilities in connection therewith (including reasonable attorneys' fees and disbursements).

m. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable under any applicable statute or law, it is to that extent deemed to be omitted, and the remaining provisions of this Agreement will not be affected in any way.

n. Execution. This Agreement may be executed in two or more counterparts, each of which will be deemed an original. This Agreement may be executed and delivered by facsimile or other electronic signature (whether digital or encrypted), which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature.

o. Headings. The headings of the paragraphs and sections of this Agreement are for convenience only and will not control or affect the meaning or construction of any provision of this Agreement.

Schedule A: Application Support Services

The following is a description of the Support Services to be performed by Netsmart during the time period in which Client is purchasing Support Services.

1. Netsmart will support and maintain the most current version of the Licensed Software in substantial conformance with applicable Federal laws. Client acknowledges and agrees that, in the event Client has chosen to utilize a less than current version of the Licensed Software or has missed any mandatory upgrades, Client will bring the Licensed Software up to Netsmart's then-current version in order for Client to maintain compliance with applicable Federal law.

2. Priority1 issues must be called in directly to the Netsmart Support department.
   For all other concerns Client can call or use Netsmart's designated online support system to log issues specifying a Problem or Defect in the Licensed Software.

3. If self-hosted, Client will provide and maintain, at its expense, hardware and/or software to allow Netsmart to access Client's system remotely.

4. Netsmart will also provide Client with:

   a. updates that are distributed without charge to other similar clients which reflect modifications and incremental improvements made to the Licensed Software by Netsmart;

   b. an opportunity to obtain enhancements to the Licensed Software for which fees are imposed on the same terms as such enhancements are generally made available to other clients

5. Netsmart will provide a toll-free problem-reporting and support telephone line available 8:00 a.m. to 5:00 p.m., Central time Monday through Friday, exclusive of Federal holidays.

6. Client agrees to grant Netsmart access to the Licensed Software on Client's system(s) for the sole purpose of performing Netsmart's obligations under this Agreement. Netsmart will ensure all connectivity to Client's system is through a single point of connectivity utility which audits Netsmart's activity on Client's system(s) when Netsmart is connected to Client's system(s). These audit logs are retained for 90 days.

7. If reasonable analysis by Netsmart indicates that a reported Problem or Defect is caused by a problem related to hardware used by Client, the hardware's system software, or applicable software other than Licensed Software, or Client 's misuse or modification of the Licensed Software, Netsmart's responsibility will be limited to the correction of the portion, if any, of the problem caused by a Problem or Defect in the Licensed Software.

8. If analysis by Netsmart indicates that a reported problem is caused by a reproducible Problem or Defect, Netsmart will use commercially reasonable efforts to provide Support Services in accordance with the following prioritization of reported problems:

Priority	Definition
1 - Critical	**Priority 1:** will be assigned when the Licensed Software or a material functional component thereof is non-operational as a result of a defect, in the production environment only, such as the production system cannot be accessed or utilized in any capacity, a direct patient safety issue is present, or a HIPAA compliance violation as a result of a server incident or Netsmart application defect. Best efforts will be made to correct Priority 1 problems, or to provide a plan for such correction, within two (2) business days. Notwithstanding the above, Netsmart will work continuously toward resolution. *Client's Commitment:* • This case Priority must be called in directly to the Netsmart Support department. • Client provides specific, detailed information required for troubleshooting/investigation. • Client provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate client resources, the case will be downgraded to Priority 2 after three business days.

2 - High	**Priority 2:** will be assigned to defects in the live production environment that have a significant negative impact on daily operations but do not cause a "System Down". A workaround may be available and/or the capacity to maintain daily business functionality. Commercially reasonable efforts will be made to correct Priority 2 problems, or to provide a plan for such correction, within five (5) business days. *Client's Commitment:* • Client provides specific, detailed information required for troubleshooting/investigation. • Client provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate client resources, the case will be downgraded to Priority 3 after six business days.
3 - Medium	**Priority 3:** will be assigned for system defects that result in functions that have no major impact on daily operations. An issue that allows the continuation of function, including issues in which a reasonable workaround is available. Commercially reasonable efforts will be made to correct Priority 3 problems, or to provide a plan for such correction, within ten (10) business day. *Client's Commitment:* • Client provides specific, detailed information required for troubleshooting/investigation. • Client provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate client resources, the case will be downgraded to Priority 4 after eleven (11) business days.
4 - Low	**Priority 4:** will be assigned to cosmetic defects that do not affect system usability or non-defect related requests including, but not limited to, system set up/configuration, training, functionality questions, documentation, portal access, and upgrade requests. Commercially reasonable efforts will be made to address Priority 4 issues, or to provide a plan for such correction, within fifteen (15) business day. *Client's Commitment:* • Client provides specific, detailed information required for troubleshooting/investigation. • Client provides appropriate staff and resources to sustain continuous communication and work effort as required.

Schedule A-1: Service Level Agreement for Software Services

1. <u>**Definitions**</u>.

   i. **Major System Change** means a material change to the system, including a backend upgrade, operating system upgrade, new release upgrade, SAN upgrade, database upgrade.

   ii. **Service Package** means software designed to fix identified Problems or Defects in the Software Services, including documentation and release notes made available with such patch or service pack.

   iii. **System Stabilization Period** is the period during the seventy-two (72) hour window following the First Productive Use and following a Major System Change.

2. <u>**Coverage**</u>.

This Section sets forth the System Availability commitments for Software Services. If monthly System Availability (as defined below) falls below 99.9%, Netsmart will provide a credit against the Client's next monthly recurring Software Services fees to account for the downtime. The appropriate credit percentage (%) will be determined based on the following table.

For the absence of doubt, Software Services include 24x7x365 Support Services for Priority 1 issues.

System Uptime %	Credit %
>= 99.0% and < 99.9%	5%
98.0 to 98.9%	10%
96.0 to 97.9%	15%
< 95.9 or below	25%

3. <u>**System Availability Calculation**</u>

   a. Netsmart will calculate System Availability as set forth below for each month during the Term.

   b. System Availability will be calculated as follows (and will be rounded to up to the next one tenth of a percentage point):

   System Availability = [(Base Time – Unscheduled Downtime) / (Base Time)] x 100

   Base Time equals the product of the number of days in the applicable month times 24 hours times 60 minutes.

   Unscheduled Downtime equals the time (in minutes) during which the production system is not operational (excluding "Scheduled Downtime") from the Netsmart-provided hosting facility internet connection based on the measuring methodology documented below.

   Scheduled Downtime equals the aggregate total of all minutes of planned and scheduled maintenance performed during the month to perform any necessary hardware, operating system, network, database, application software maintenance, repair, upgrades, and updates. Netsmart will work with Client to determine and use commercially reasonable efforts to schedule downtime after regular business hours, during times that minimize the disruption to operations. The amount of scheduled downtime may vary from month to month depending on the level of change to the system such as the project implementation phase, adding new products, upgrading products, etc

c. Client is permitted to audit Unscheduled Downtime based on the methodology established below. Netsmart agrees to cooperate with Client in connection with any audit of Unscheduled Downtime. This audit must take place within 30 days of the month end.

d. Netsmart recommends that Client implement, on a timely basis, the Service Packages that will be provided to Client by Netsmart on a periodic basis. Netsmart will advise Client on Service Packages that may enhance performance and availability and will advise Client of the advantages of implementing the Service Packages as well as the implication of electing not to implement the Service Packages. Netsmart will perform the technical requirements needed for Client to use the Service Packages that Client elects to implement, at no additional charge and as part of the recurring SaaS/Hosting fees. Client and Netsmart will work together to establish a mutually agreeable implementation schedule for the Service Packages. Upon notice to Client that the system's performance and availability will be adversely affected if Client elects not to implement a Service Package, Client will waive any credits set forth above, until such time as Client performs its obligations as necessary to implement the required Service Packages.

e. Client must allow Netsmart to implement the latest Netsmart supported layered software version (i.e. OS, DBMS, etc.) and patches within six (6) months of the general support announcement from Netsmart. Netsmart will advise Client regarding the layered software enhancements as well as the implications of electing not to implement the layered software enhancements. Netsmart will perform the technical requirements needed for Client to use the layered software enhancements that Client elects to implement as part of the fees. Client and Netsmart will work together to establish an implementation schedule for the layered software enhancements. If Netsmart provides notice to Client that the system's performance and availability will be adversely affected if Client elects not to implement the layered software enhancements, Client waives its right to any credits set forth above until Client implements the required layered software enhancements.

f. If Client is operating beyond the Scope of Use limits, Client waives its right to any credits set forth above until Client is in compliance with Scope of Use.

g. During a System Stabilization Period, changes to the System may be required to achieve optimal performance and Unscheduled Downtime or Scheduled Downtime minutes do not apply.

4. Exceptions

Client shall not receive any credits under this Schedule in connection with any failure or deficiency of System Availability caused or associated with:

a. an event of Force Majeure;

b. Failure of access circuits to the Netsmart network, unless such failure is caused solely by Netsmart;

c. Scheduled maintenance, scheduled backups, scheduled restores and emergency maintenance and upgrades;

d. Issues with FTP, POP, or SMTP Client access;

e. Client's acts or omissions (or acts or omissions of others engaged or authorized by Client), including, without limitation, custom scripting or coding (e.g., CGI, Perl, Java, HTML, ASP, etc), any negligence, willful misconduct, or misuse of the Software Services;

f. E-mail or webmail delivery and transmission;

g. Outages elsewhere on the Internet that hinder access to your account. Netsmart is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. Netsmart will guarantee

only those areas considered under the control of Netsmart: Netsmart server links to the Internet, Netsmart's routers, and Netsmart's servers; and

h. Use of a VPN or similar connection which is not exclusively within Netsmart's control at both ends of such connection, and where the problem occurs in the part of the VPN which is not under Netsmart's control.

5. **Scheduled Maintenance.** Netsmart reserves the right to establish a monthly maintenance window for the purpose of upgrading, patching, modifying, and repairing portions or the entire cloud computing environment. The monthly window is generally scheduled on the 3rd Sunday of the month, from 2:00AM – 5:30AM EST.

6. **Credit Request and Payment Procedures.**

In order to receive a credit, Client must submit a request for credit to Netsmart Accounting at AR@ntst.com, within thirty (30) days after the incident supporting the request. Each request must include Client's account number (per Netsmart's invoice) and the dates and times of the unavailability of the services. If the unavailability is confirmed by Netsmart as an incident eligible for credit, credits will be applied within two billing cycles after Netsmart's receipt of Client's request. Credits are not refundable and can be used only towards future billing fees.

Notwithstanding anything to the contrary herein, the total amount credited to Client in a particular month under this Schedule cannot exceed the total SaaS fees paid by Client for the month in which Services were impacted. Credits are exclusive of any applicable taxes charged to Client or collected by Netsmart and are Client's sole and exclusive remedy with respect to any failure or deficiency in level of services described in this Schedule if Client applied for and received a credit. Nothing in this Schedule precludes Client from pursuing an alternate contract remedy for any future incident that may occur.

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "BAA") effective on the Effective Date is entered into by and between Netsmart Technologies, Inc. with principal offices at 11100 Nall Avenue Overland Park, KS 66211 ("Netsmart") and ABC Recovery with principal offices at ("Covered Entity").

<div align="center">RECITALS</div>

A. The purpose of this BAA is to comply with the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and all of the regulations promulgated under either of them, all as amended from time to time (collectively, "HIPAA"), the Confidentiality of Substance Use Disorder of Patient Records (42   CFR   Part 2), the 21st Century Cures Act: Interoperability, Information Blocking, and the ONC Health IT Certification Pro gram (the "ONC Interoperability Rules") (45 CFR Part 170 and 171).

B. This BAA and the Services Agreement (defined below) sets forth the terms and conditions pursuant to which Protected Health Information ("PHI") that is provided by Covered Entity or created, used, disclosed, received, maintained or transmitted by Netsmart to, from or on behalf of Covered Entity will be handled.

C. Terms used in this BAA, not otherwise defined, shall have the same meaning as set forth in the Privacy Rule, Security Rule and Omnibus Final Rule (the "Final Rule") which are incorporated by reference.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter addressed, the parties agree as follows:

1. **Services**. Netsmart provides services for Covered Entity that involve the use and disclosure of PHI. Except as otherwise specified herein, Netsmart may make any and all uses of PHI necessary to perform its obligations under any and all current mutually executed agreement(s) between the parties ("Services Agreement"). Additionally, Netsmart may use or disclose PHI for the purposes authorized by this BAA, to improve and analyze its solutions and services and for the proper management and administration of Netsmart or to carry out its legal responsibilities. Further, Netsmart may use PHI as Required by Law; provided, however, that if such disclosures are not Required by Law, then (a) Netsmart will obtain reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and (b) the person will notify Netsmart of any instances of which it is aware in which the confidentiality of the information has been breached.

2. **Responsibilities of Netsmart**. With regard to its use and/or disclosure of PHI, Netsmart hereby agrees to do the following:

    a. Permitted Uses and Disclosure of Protected Health Information. Use and/or disclose the PHI only as permitted or required by this BAA, the Services Agreement, or as otherwise required by law;

    b. Appropriate Safeguards. Netsmart will establish and maintain appropriate safeguards and will comply with the Security Rules with respect to Electronic PHI, to prevent use or disclosure of such Electronic PHI other than as provided for by the Services Agreement and this BAA;

    c. Documentation of Disclosures to Covered Entity. Netsmart agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F. R. §164.528;

d. Provide Accounting of Disclosures. Netsmart agrees to provide to Covered Entity such information as is requested by the Covered Entity to permit Covered Entity to respond to a request by the subject individual for amendment and accounting purposes of the disclosures of the individual's PHI in accordance with 45 C.F. R. §164.526 and §164.528. The evaluation of and requests for amendment of PHI maintained by Netsmart will be the responsibility of Covered Entity. If Covered Entity provides an amendment to an individual's PHI pursuant to 45 C.F. R. §164.526, Netsmart shall incorporate such amendment;

e. Access to PHI. Covered Entity is primarily responsible for responding to Individuals' requests for access to a copy of their protected health information. Covered Entity is solely responsible for all determinations regarding the grant or denial of an Individual's request for their protected health information and for the content of an Individual's designated record set. Any requests that Netsmart receives for individual access under 45 C.F.R. §164.524 shall be referred directly to Covered Entity. Netsmart shall provide access to PHI in a designated record set to meet Covered Entity's obligations under 45 C.F.R. §164.524 and the requirements of the Interoperability and Information Blocking provision under 45 C.F.R. Part 171;

f. Subcontractor and Agents. Netsmart will require that any agent, including a Subcontractor, to whom it provides access to electronic PHI agrees in a written contract to implement and use Administrative, Physical and Technical Safeguards that reasonably protect the Confidentiality, Integrity and Availability of the electronic PHI;

g. Reports of Improper Use or Disclosure, Security Incidents or Breach. Report to the designated privacy officer of Covered Entity, in writing, any use and/or disclosure of the PHI that is not permitted or required by this BAA, Breach of Unsecured PHI or a Security Incident of which Netsmart becomes aware within thirty (30) days of Netsmart's discovery of such unauthorized use and/or disclosure. For purposes of this BAA "Security Incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by Netsmart so long as no such incident results in unauthorized access, use or disclosure of PHI;

h. Mitigation. Mitigate to the extent practicable, any harmful effect that is known to it of a use and/or disclosure of PHI in violation of the requirements of this BAA;

i. Access to Books and Records. Make available all of its internal practices, records, books, policies and procedures relating to the use and/or disclosure of PHI received from, or created or received by Netsmart on behalf of Covered Entity, available to the Secretary of HHS for purposes of determining Covered Entity's compliance with HIPAA;

j. Comply with Obligations. To the extent that Netsmart is to carry out an obligation of Covered Entity under Subpart E of 45 C.F.R. Part 164 (the "Privacy Rule"), comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation;

k. Data Aggregation. Netsmart may use or disclose PHI to provide data aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B), including use for statistical compilations, reports and all other purposes allowed under applicable law;

l. De-identification of Data. Netsmart may de-identify PHI in accordance with 45 C.F.R. § 164.514(b) and may use or disclose such de-identified data for any purpose unless prohibited by applicable law.

3. **Responsibilities of Covered Entity**.

   a. Provisions of Notice of Privacy Practices. Covered Entity will promptly inform Netsmart of any changes or limitations in the form of notice of privacy practices that Covered Entity provides to individuals pursuant to 45 C.F.R. §164.520 to the extent any such limitation may affect Netsmart's use or disclosure of PHI;

   b. Notice of Changes to Individuals PHI. Covered Entity will promptly inform Netsmart of any changes in, or withdrawal of, the consent or authorization provided to Covered Entity by individuals whose PHI may be used and/or disclosed by Netsmart under this BAA pursuant to 45 C.F.R. §164.506 or §164.508 to the extent such changes may affect Netsmart's use or disclosure of PHI. Covered Entity will obtain any consent or authorization that may be required by the Privacy Rule, or applicable state law, prior to furnishing Netsmart with PHI; and

   c. Notification to Restrictions of PHI. Covered Entity will promptly notify Netsmart in writing and in a timely manner, of any restrictions on the use and/or disclosure of PHI agreed to by Covered Entity as provided for in 45 C.F.R. §164.522 to the extent such restriction may affect Netsmart's use or disclosure of PHI. If Netsmart reasonably believes that any such restriction agreed to by Covered Entity may materially impair Netsmart's ability to perform its obligations under the Services Agreement or this BAA, the parties will mutually agree upon any necessary modification of Netsmart's obligations under such agreements.

   d. Request to Use or Disclose PHI. Covered Entity shall not request Netsmart to use or disclose PHI in any manner that would not be permissible under the Privacy Rule, the Security Rule or the Final Rule if done by Covered Entity, except as permitted under this BAA.

4. **Term and Termination**.

   a. This BAA will become effective on the Effective Date and will continue in effect until all obligations of the parties have been met, unless terminated as provided herein or by written mutual agreement of the parties. Notwithstanding the foregoing, this BAA will remain in effect as long as Netsmart is in possession of any PHI that belongs to Covered Entity.

   b. Upon either party's knowledge of a material breach by the other party of this BAA, such party will provide written notice to the breaching party stating the nature of the breach and providing an opportunity to cure the breach within thirty (30) days . Upon the expiration of such cure period, the non-breaching party may terminate this BAA.

   c. Netsmart will return to Covered Entity or destroy (when feasible), within sixty (60) days of the termination of this BAA. If the return of the protected health information is not feasible, the protections of this BAA shall automatically be extended to such protected health information and the further uses and disclosures shall be limited to only those purposes that make the return or destruction of the protected health information infeasible.

5. **Miscellaneous Provisions**.

   a. Survival. The respective rights and obligations of Netsmart and Covered Entity under the provision of Sections 2(h) will survive the termination of this BAA until such information is able to be returned or destroyed.

b. Incorporation. The terms of this BAA are fully incorporated in and subject to the terms of the Services Agreement.

c. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor will anything herein confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.

d. Notices. Any notices required or permitted to be sent hereunder will be in writing and will be sent, Certified Mail, Return Receipt Requested, or by a recognized international courier. Notices will be sent to the addresses first set forth above or to such other address as a party may designate by notice pursuant hereto. Notices to Netsmart will be sent "Attention: Privacy Officer" and emailed to Contracts_Notice@ntst.com. Notices to Covered Entity will be sent "Attention: Privacy Officer" unless otherwise specified. Notices will be effective upon the date when delivery is either effected or refused.

e. Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the Privacy Rule, the Security Rule and HITECH. This BAA may not be modified or amended, except in writing as agreed to by each party. Any inconsistency in this BAA shall be resolved to permit the parties to comply with HIPAA and HITECH.

f. Binding Effect. This BAA shall be binding upon the parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.

g. Severability. Should any provision of this BAA be found unenforceable, it shall be deemed severable and the balance of the BAA shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.

h. Entire Agreement. This BAA, including such portions as are incorporated by reference herein, constitutes the entire agreement by, between and among the parties, and such parties acknowledge by their signature hereto that they do not rely upon any representations or undertakings by any person or party, past or future, not expressly set forth in writing herein.

4. COST SHEET

Bidders shall complete and submit the Cost Sheet as a separate file with their Solicitation Response. Specific instructions on how to complete the Cost Sheet are outlined in the document. Place in a separate electronic file labeled "RFP 120277 O3 REBID Cost Sheet".

Please see the *Cost Sheet* included as a separate file, as requested.

Attachments

- Executive Summary
- Netsmart Vital Records Management System Project Plan
- Netsmart Proposed Personnel Resumes
- Netsmart 2023-2024 Consolidated Financial Statements

Netsmart   *120277 O3 REBID*   165

Executive Summary

Executive Summary

Understanding State of Nebraska Department of Health and Human Services Needs

Netsmart understands the current system in place and desires of this RFP. We understand that the current Netsmart implemented solution has not been updated to the NX modern architecture and does not provide efficient and timely access to vital events data. We recognize the State's need to modernize its current system and are fully aligned with the goal of implementing a next-generation solution that enhances usability, performance, and compliance. The implementation of **MyVRS** represents a strategic opportunity for a clean, modern deployment—one that retains the strengths of the existing system while eliminating legacy configurations that may no longer serve the State's evolving needs. We also understand Nebraska is spending time and resources to host this solution on Nebraska servers. In particular, **Netsmart's Hosted Vital Records System (MyVRS)** simplifies the entry, validation, registration, and issuance of vital event records at both the state and county levels. The system supports all vital events outlined in the RFP, including birth, death, marriage, dissolution of marriage, fetal death, and ITOP events. The RFP is clear on the functional and technical requirements. This system must also align with State and Federal guidelines to collect vital statistic data and other data points, which Netsmart is proud to comply with.

With this RFP, the Department requires the ability to securely interface and communicate with various state agency systems for sharing HIPAA related data using FHIR-based APIs. Within our response, we will outline how Netsmart meets these requirements, as well as our advocacy and alignment with the CDC as an experienced testing partner.

Netsmart Solution:

Netsmart proposes our modern **MyVRS** platform and related solutions and services, with enhancements, to meet the requirements described in Nebraska DHHS's RFP. We are confident the **MyVRS** platform, coupled with the migration to the AWS cloud-hosted environment and implementation of FHIR-based APIs, will exceed the requirements for the Department as described in the RFP.

- Netsmart's Vital Records NX solution, **MyVRS**, provides:
  - A web-based Vital Records system that supports real time access to an integrated system that supports data entry by client personnel and external stakeholders across multiple modules.
  - Compliance with all National Center for Healthcare Statistics (NCHS) requirements and National Association for Public Health Statistics and Information Systems (NAPHSIS) use cases.
  - FHIR standards that promote interoperability, security, and compliance standards for transmitting death, birth and fetal death data to NVSS.
  - Ability to strengthen the vital records processes and business operations of the State by seamlessly interfacing with the OVS, STEVE, and EVVE systems.
  - Help the State of Nebraska meet its goal of providing high quality and streamlined service to citizens.
  - A central point of sale system configurable to support complex multi-level administration and sale of certificates.
  - Extensive security features for client confidentiality and HIPAA compliance
  - An extensive, collaborative, and dynamic training program for the State's project team members, IT staff, and key end-users across South Dakota
  - Support secure data sharing between the State and agencies using tools such as Web Services, HL7 interfacing, FHIR-based APIs, and other industry standard options.

- Compliance with emerging Health Information Technology standards and requirements by supporting integration and interoperability initiatives such as integration with Electronic Health Records (EHR) by utilizing technology solutions such as Netsmart's innovative CareConnect cloud-based integration hub.
- Secure, role-based access for external partners such as hospitals, clinics, funeral homes, physicians, coroners, and county registrars
- Certified copy issuance and order management
- A configurable, commercial off-the-shelf (COTS) solution that supports customization without requiring extensive redevelopment.

Vendor Qualifications

Netsmart is the longest established health and human services technology solutions provider in the United States, with 50 years of proven experience and innovation. Netsmart began and has always been focused on the health and human services landscape, helping shape policy and data standards over the course of this history. We partner with a variety of communities: vital records, public health, state health and human services agencies, community mental health, substance use disorder and recovery, child and family services, intellectual and developmental disabilities, and veterans' services. Netsmart clients include 600,000+ users in 25,000 organizations across the United States.

We feel it's important to share with the State our deep understanding of the significant differences and unique complexities in deploying Vital Records solutions and services for States. A key to our ability to deliver State solutions is founded on the principles of operating flexibility, consideration of budgetary constraints, state project oversight, and understanding public sector decision processes. We are uniquely qualified to provide the state with a more modernized, web-based version of the current Netsmart Vital Records solution that is being sought after. In addition to South Dakota, Netsmart supports State agencies in 42 other states, the District of Columbia and hundreds of counties.

Netsmart is also the longest standing supplier of enterprise Vital Record Systems in the country, with over 30 years of experience delivering statewide multi-event VRS solutions to a broad spectrum of states. In addition to the State of South Dakota, nine other statewide organizations partner with us to meet the demands of their constituents. We have successfully implemented and currently support statewide VRS solutions that process approximately 2.9 million annual event transactions for three of our country's seven largest states. This experience has allowed us to build a seasoned team of professionals with a proven methodology dedicated to implementing software technology solutions. The team that implements Netsmart's modernized, web-based VRS solution has over 125 years of collective experience successfully implementing enterprise statewide multi-event Vital Records software solutions with substantially similar requirements to those in South Dakota. With a number of other statewide agencies implemented, including South Dakota, the Netsmart team will help guide the State with best practice advice in all facets of the implementation to the more modernized, web-based version of Netsmart's Vital Records solution. This experience will impact all areas of implementation, development, and support. All Vital Records software projects are optimized by the best marriage between software and workflow processes. Other vendors with less experience do not offer the track record, the deep bench, the proven configurability of the application, and the experience of bringing it all together. This experience of melding all the components into a successful project makes our best practices approach effective.

As your dedicated partner, Netsmart will continue to work daily to improve the Vital Records community and users' experience through innovative solutions and services that expand access, reduce costs, and increase efficiency so users can focus on what they do best.

Netsmart differs from other IT Vendors in several ways. Netsmart:

- Is a Partner: Our guiding principles focus on an intuitive user experience that drives performance, scale, and reliability at the forefront. We collaborate with our clients who influence solution direction, design, and development of our offerings.

- Invests in Our Clients. Netsmart assigns a Client Alignment Executive (CAE) as the primary point of contact for communication, issue resolution, and strategic planning. These associates play a critical role in advising clients and optimizing their investment to meet their organizational needs.

- Focuses on Innovation. We invest approximately 12% of our revenue back into solution development to extend our capabilities and improve user experience. A significant number of the innovations and enhancements made were client generated; user groups and advisory councils are a major source of that input.

Netsmart Vital Records Management System Project Plan

ID	% Complete	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Entrance Criteria	Exit Criteria	Milestone
1	0%	**Nebraska DHHS Vital Records System (VRS-NX)**	**495 days?**	**Sun 2/1/26**	**Thu 12/23/27**					**No**
2	0%	**VRS-NX Implementation: Death, Fetal Death, Birth, ITOP,**	**495 days?**	**Sun 2/1/26**	**Thu 12/23/27**					**No**
3	0%	Contract Signing	0 days	Mon 2/3/25	Mon 2/3/25				Signed Contract	Yes
4	0%	**Project Initiation**	**55 days?**	**Mon 2/10/25**	**Fri 4/25/25**	3		Signed Contract for VRSNX Implementation of Death, Fetal Death, and CAS in Netsmart Plexus Hosted Environment		**No**
5	0%	**Project Plan & Schedule**	**21 days**	**Mon 3/24/25**	**Mon 4/21/25**	3				**No**
6	0%	Netsmart Develops Project Plan and Schedule	8 days	Mon 3/24/25	Wed 4/2/25	3FS+5 days	NTST-PM			No
7	0%	Netsmart Develops Communication Plan	5 days	Mon 3/24/25	Fri 3/28/25	3FS+5 days	NTST-PM			No
8	0%	State Review of Project Plan, Communication Plan,	5 days	Thu 4/3/25	Wed 4/9/25	6,7	State PM			No
9	0%	Netsmart Updates Project Plan and Schedule per fe	5 days	Thu 4/10/25	Wed 4/16/25	8	NTST-PM,S			No
10	0%	Final Review and Approval of Project Plan, Commu	2 days	Thu 4/17/25	Fri 4/18/25	9	NTST-PM,S			No
11	0%	Setup Project Status Calls and Reporting	1 day	Thu 4/17/25	Thu 4/17/25	9	NTST-PM,S			No
12	0%	Deliverable C - Milestone Cii.: Sign off on Project Charter and Project Plan	0 days	Fri 4/18/25	Fri 4/18/25	10			Sign off of MS Project Plan and Project	Yes
13	0%	Deliverable C - Milestone ciii.: Sign off on Risk Management Plan	0 days	Fri 4/18/25	Fri 4/18/25	10			Sign off of MS Project Plan and Project	Yes
14	0%	Deliverable C - Milestone civ.: Sign off on Communication Plan	0 days	Fri 4/18/25	Fri 4/18/25	10			Sign off of MS Project Plan and Project	Yes
15	0%	Deliverable C - Milestone cv.: Sign off on Staffing Plan	0 days	Fri 4/18/25	Fri 4/18/25	10			Sign off of MS Project Plan and Project	Yes
16	0%	Deliverable C - Milestone Cvi.: Sign off on Change Management Plan	0 days	Fri 4/18/25	Fri 4/18/25	10			Sign off of MS Project Plan and Project	Yes

ID	% Complete	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Entrance Criteria	Exit Criteria	Milestone
17	0%	Deliverable C - Milestone Cvii.: Sign off on Issue Management Plan	0 days	Fri 4/18/25	Fri 4/18/25	10			Sign off of MS Project Plan and Project	Yes
18	0%	**Project Kickoff**	**11.67 days**	**Thu 4/3/25**	**Fri 4/18/25**					**No**
19	0%	Prepare Agenda and Schedule Meeting	5 days	Thu 4/3/25	Wed 4/9/25	6	NTST-PM,S			No
20	0%	Kick - off Meeting (Teleconference)	0.67 days	Thu 4/10/25	Thu 4/10/25	3FS+10 day	NTST-PM,S			No
21	0%	Schedule Solution Review Meetings	1 day	Thu 4/17/25	Fri 4/18/25	20FS+5 day	NTST-PM,S			No
22	0%	Deliverable C - Milestone c1.: Sign off on Kick -off Event	0 days	Thu 4/10/25	Thu 4/10/25	20			Sign off of MS Project Plan and Project	Yes
23	0%	**Hosting: Hardware and Software Requirements**	**44 days**	**Mon 2/10/25**	**Thu 4/10/25**	**3**		Signed Contract		**No**
24	0%	Review NX Architecture Requirements	2 days	Mon 2/10/25	Tue 2/11/25	3FS+5 days	NTST-PM,N			No
25	0%	**Technical Environment Setup and Install VRS-NX**	**43.5 days**	**Mon 2/10/25**	**Thu 4/10/25**					**No**
26	0%	**Install Hardware/Software**	**32 days**	**Wed 2/12/25**	**Thu 3/27/25**					**No**
27	0%	Install Hardware/Software	20 days	Wed 2/12/25	Tue 3/11/25	24	NTST-SysEr			No
28	0%	Integrate with Network	5 days	Wed 3/12/25	Tue 3/18/25	27	NTST-SysEr			No
29	0%	Verify Hardware/Software Readiness	2 days	Wed 3/19/25	Thu 3/20/25	28	NTST-SysEr			No
30	0%	Setup Netsmart Access to State Environment	5 days	Fri 3/21/25	Thu 3/27/25	29	NTST-SysEr			No
31	0%	**Application Environment Setup**	**43.5 days**	**Mon 2/10/25**	**Thu 4/10/25**					**No**
32	0%	**Development Environment (Netsmart)**	**30 days**	**Mon 2/10/25**	**Fri 3/21/25**					**No**
33	0%	Setup Development VRS-NX Environment	2 days	Wed 3/12/25	Thu 3/13/25	27	NTST-SysEr			No
34	0%	Install Global (Netsmart VRS Framework)	2 days	Fri 3/14/25	Mon 3/17/25	33	NTST-SysEr			No
35	0%	Install Death events into Development Env	2 days	Tue 3/18/25	Wed 3/19/25	34	NTST-SysEr			No
36	0%	Install CAS events into Development Enviro	2 days	Thu 3/20/25	Fri 3/21/25	35	NTST-SysEr			No
37	0%	Install Fetal Death events into Development	2 days	Mon 2/10/25	Tue 2/11/25		NTST-SysEr			No
38	0%	Install Amendments events into Developme	1 day	Mon 2/10/25	Mon 2/10/25		NTST-SysEr			No
39	0%	Establish Development Environment Backup	1 day	Tue 2/11/25	Tue 2/11/25	38	NTST-SysEr			No
40	0%	Notification that Development Environmen	1 day	Wed 2/12/25	Wed 2/12/25	39	NTST-SysEr			No
41	0%	**Test (Sandbox), Training and Production Envi**	**8 days**	**Fri 3/28/25**	**Tue 4/8/25**					**No**
42	0%	Setup Test, Training and Production VRS-NX	5 days	Fri 3/28/25	Thu 4/3/25	26	NTST-SysEr			No
43	0%	Install Global (Netsmart VRS Framework)	2 days	Fri 4/4/25	Mon 4/7/25	42	NTST-SysEr			No
44	0%	**Install Base Events**	**1 day**	**Tue 4/8/25**	**Tue 4/8/25**					**No**
45	0%	Death Event	4 hrs	Tue 4/8/25	Tue 4/8/25	43	NTST-SysEr			No
46	0%	CAS Event	1 day	Tue 4/8/25	Tue 4/8/25	43	NTST-SysEr			No
47	0%	Fetal Death	1 day	Tue 4/8/25	Tue 4/8/25	43	NTST-SysEr			No
48	0%	Amendments	1 day	Tue 4/8/25	Tue 4/8/25	43	NTST-SysEr			No

ID	% Complete	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Entrance Criteria	Exit Criteria	Milestone
49	0%	Verify Installation	4 hrs	Tue 4/8/25	Tue 4/8/25	45,43	NTST-SA1			No
50	0%	Netsmart Provides Knowledge Transfer during	2 days	Tue 4/8/25	Thu 4/10/25	45	NTST-PM,N			No
51	0%	Deliverable D - Milestone d vi - Configure Env	0 days	Thu 4/10/25	Thu 4/10/25	50				Yes
52	0%	Deliverable D - Milestone d vii -Complete Stan	0 days	Tue 4/8/25	Tue 4/8/25	49				Yes
53	0%	Deliverable B - Milestone bi.: Sign off on Technical Specifications	0 days	Thu 4/10/25	Thu 4/10/25	50			Validation and Sign off of Test, Dev and Prod Environments on Netsmart Hosted Environment	Yes
54	0%	**Deliverable d: Death , Fetal Death, Birth, Marriage, Diss**	**139 days**	**Mon 4/13/26**	**Thu 10/22/26**	**22**				**No**
55	0%	**Solution Review**	**139 days**	**Mon 4/13/26**	**Thu 10/22/26**	**21**				**No**
56	0%	Establish Review and Acceptance Process	2 days	Mon 4/13/26	Tue 4/14/26	7FS+7 days				No
57	0%	Develop a Requirements Traceability Matrix (RTM)	2 days	Wed 4/15/26	Thu 4/16/26	7FS+7 days				No
58	0%	Develop and Submit an Application Configurtion an	2 days	Fri 4/17/26	Mon 4/20/26	7FS+7 days				No
59	0%	Establish and Utilize a deliverable Review and Acce	2 days	Tue 4/21/26	Wed 4/22/26	7FS+7 days				No
60	0%	**Solution Review Meetings**	**124 days**	**Mon 5/4/26**	**Thu 10/22/26**	**59FS+7 day**				**No**
61	0%	Coordinate and Facilitate On-site Requirements (	2 days	Mon 5/4/26	Tue 5/5/26					No
62	0%	**Demonstrate VRS-NX Solution**	**124 days**	**Mon 5/4/26**	**Thu 10/22/26**					**No**
63	0%	**Death Event Review**	**42 days**	**Mon 5/4/26**	**Tue 6/30/26**			**Dev environmen**		**No**
64	0%	User Authentication, Navigation, Searching,	2 days	Mon 5/4/26	Tue 5/5/26	21	NTST-SA1,N			No
65	0%	New User Set Up	2 days	Wed 5/6/26	Thu 5/7/26	64	NTST-SA1,N			No
66	0%	Deliverable D - Milestone d viii: Assist the U	0 days	Thu 5/7/26	Thu 5/7/26	65				Yes
67	0%	Deliverable D - Milestone d ix: Assist the Ur	0 days	Thu 5/7/26	Thu 5/7/26	65				Yes
68	0%	Death Event - Registration, Amendments -R	5 days	Fri 5/8/26	Thu 5/14/26	65	NTST-SA1,N			No
69	0%	Prepare Software Requirements Specificatio	10 days	Fri 5/15/26	Thu 5/28/26	68	NTST-PM,N			No
70	0%	Review SRS Document with State	5 days	Fri 5/29/26	Thu 6/4/26	69	NTST-PM,N			No
71	0%	Final Review and Approval of Death SRS Dc	5 days	Fri 6/5/26	Tue 6/30/26	70	NTST-PM,N			No
72	0%	Deliverable D - Milestone d x.: Review of Death Event and Approval of SRS- Obtain Acceptance from the Unit on Design and System Configuration.	0 days	Tue 6/30/26	Tue 6/30/26	71			SRS document completed for Death and signed	Yes
73	0%	**Fetal Death Review**	**39 days**	**Fri 6/5/26**	**Wed 7/29/26**	**70**		**SRS document c**		**No**
74	0%	User Authentication, Navigation, Searching,	2 days	Fri 6/5/26	Mon 6/8/26	70	NTST-SA1,N			No
75	0%	New User Set Up	2 days	Tue 6/9/26	Wed 6/10/26	74	NTST-SA1,N			No
76	0%	Deliverable D - Milestone d viii: Assist the U	0 days	Wed 6/10/26	Wed 6/10/26	75				Yes

ID	% Complete	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Entrance Criteria	Exit Criteria	Milestone
77	0%	Deliverable D - Milestone d ix: Assist the Ur	0 days	Wed 6/10/26	Wed 6/10/26	75				Yes
78	0%	Fetal Death Event -Review	2 days	Thu 6/11/26	Fri 6/12/26	77				No
79	0%	Prepare Software Requirements Specificatic	10 days	Mon 6/15/26	Fri 6/26/26	78	NTST-PM,N			No
80	0%	Review SRS Document with State	5 days	Mon 6/29/26	Fri 7/3/26	79	NTST-PM,N			No
81	0%	Final Review and Approval of Fetal Death SF	5 days	Mon 7/6/26	Wed 7/29/26	80	NTST-PM,N			No
82	0%	Deliverable D - Milestone d x.: Review of Fetal Death and Approval of SRS-- Obtain Acceptance from the Unit on Design and System Configuration.	0 days	Wed 7/29/26	Wed 7/29/26	81			SRS document completed for Fetal Death and signed off	Yes
83	0%	**Birth**	38 days	Mon 6/15/26	Wed 8/5/26	78	NTST-SA1,I	SRS document c		No
84	0%	User Authentication, Navigation, Searching,	2 days	Mon 6/15/26	Tue 6/16/26	78	NTST-SA1,N			No
85	0%	New User Set Up	2 days	Wed 6/17/26	Thu 6/18/26	84	NTST-SA1,N			No
86	0%	Deliverable D - Milestone d viii: Assist the L	0 days	Thu 6/18/26	Thu 6/18/26	85				Yes
87	0%	Deliverable D - Milestone d ix: Assist the Ur	0 days	Thu 6/18/26	Thu 6/18/26	85				Yes
88	0%	Birth Review	5 days	Mon 6/15/26	Fri 6/19/26	78				No
89	0%	Prepare Software Requirements Specificatic	10 days	Mon 6/22/26	Fri 7/3/26	88	NTST-PM,N			No
90	0%	Review SRS Document with State	5 days	Mon 7/6/26	Fri 7/10/26	89	NTST-PM,N			No
91	0%	Final Review and Approval of Fetal Death SF	5 days	Mon 7/13/26	Wed 8/5/26	90	NTST-PM,N			No
92	0%	Deliverable D - Milestone d x.: Review of Fetal Birth and Approval of SRS-- Obtain Acceptance from the Unit on Design and System Configuration.	0 days	Wed 8/5/26	Wed 8/5/26	91			SRS document completed for CAS and signed off	Yes
93	0%	**ITOP**	36 days	Mon 7/13/26	Mon 8/31/26	90	NTST-SA1,I	SRS document c		No
94	0%	User Authentication, Navigation, Searching,	2 days	Mon 7/13/26	Tue 7/14/26	90	NTST-SA1,N			No
95	0%	New User Set Up	2 days	Wed 7/15/26	Thu 7/16/26	94	NTST-SA1,N			No
96	0%	Deliverable D - Milestone d viii: Assist the L	0 days	Thu 7/16/26	Thu 7/16/26	95				Yes
97	0%	Deliverable D - Milestone d ix: Assist the Ur	0 days	Thu 7/16/26	Thu 7/16/26	95				Yes
98	0%	ITOP Review	3 days	Mon 7/13/26	Wed 7/15/26	90				No
99	0%	Prepare Software Requirements Specificatic	10 days	Thu 7/16/26	Wed 7/29/26	98	NTST-PM,N			No
100	0%	Review SRS Document with State	5 days	Thu 7/30/26	Wed 8/5/26	99	NTST-PM,N			No
101	0%	Final Review and Approval of ITOP SRS Docu	5 days	Thu 8/6/26	Mon 8/31/26	100	NTST-PM,N			No
102	0%	Deliverable D - Milestone d x.: Review of ITOP and Approval of SRS-- Obtain Acceptance from the Unit on Design and System Configuration.	0 days	Mon 8/31/26	Mon 8/31/26	93			SRS document completed for CAS and signed off	Yes

ID	% Complete	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Entrance Criteria	Exit Criteria	Milestone
103	**0%**	**Marriage**	**35 days**	**Thu 8/6/26**	**Wed 9/23/26**	**100**	**NTST-SA1,ISRS document c**			**No**
104	0%	User Authentication, Navigation, Searching,	2 days	Thu 8/6/26	Fri 8/7/26	100	NTST-SA1,N			No
105	0%	New User Set Up	2 days	Mon 8/10/26	Tue 8/11/26	104	NTST-SA1,N			No
106	0%	Deliverable D - Milestone d viii: Assist the U	0 days	Tue 8/11/26	Tue 8/11/26	105				Yes
107	0%	Deliverable D - Milestone d ix: Assist the Ur	0 days	Tue 8/11/26	Tue 8/11/26	105				Yes
108	0%	Marriage Review	2 days	Thu 8/6/26	Fri 8/7/26	100				No
109	0%	Prepare Software Requirements Specificatic	10 days	Mon 8/10/26	Fri 8/21/26	108	NTST-PM,N			No
110	0%	Review SRS Document with State	5 days	Mon 8/24/26	Fri 8/28/26	109	NTST-PM,N			No
111	0%	Final Review and Approval of Marriage SRS	5 days	Mon 8/31/26	Wed 9/23/26	110	NTST-PM,N			No
112	0%	Deliverable D - Milestone d x.: Review of Marriage and Approval of SRS-- Obtain Acceptance from the Unit on Design and System Configuration.	0 days	Wed 9/23/26	Wed 9/23/26	103			SRS document completed for CAS and signed off	Yes
113	**0%**	**Dissolution of Marriage**	**35 days**	**Mon 8/10/26**	**Fri 9/25/26**	**108**	**NTST-SA1,ISRS document c**			**No**
114	0%	User Authentication, Navigation, Searching,	2 days	Mon 8/10/26	Tue 8/11/26	108	NTST-SA1,N			No
115	0%	New User Set Up	2 days	Wed 8/12/26	Thu 8/13/26	114	NTST-SA1,N			No
116	0%	Deliverable D - Milestone d viii: Assist the U	0 days	Thu 8/13/26	Thu 8/13/26	115				Yes
117	0%	Deliverable D - Milestone d ix: Assist the Ur	0 days	Thu 8/13/26	Thu 8/13/26	115				Yes
118	0%	Dissoution of Marriage Review	2 days	Mon 8/10/26	Tue 8/11/26	108				No
119	0%	Prepare Software Requirements Specificatic	10 days	Wed 8/12/26	Tue 8/25/26	118	NTST-PM,N			No
120	0%	Review SRS Document with State	5 days	Wed 8/26/26	Tue 9/1/26	119	NTST-PM,N			No
121	0%	Final Review and Approval of Dissolution of	5 days	Wed 9/2/26	Fri 9/25/26	120	NTST-PM,N			No
122	0%	Deliverable D - Milestone d x.: Review of Dissolution of Marriage and Approval of SRS-- Obtain Acceptance from the Unit on Design and System Configuration.	0 days	Fri 9/25/26	Fri 9/25/26	121			SRS document completed for CAS and signed off	Yes
123	**0%**	**Correspondence Accounting System (CAS) Re**	**37 days**	**Wed 9/2/26**	**Thu 10/22/26**	**120**	**NTST-SA1,ISRS document c**			**No**
124	0%	User Authentication, Navigation, Searching,	2 days	Wed 9/2/26	Thu 9/3/26	120	NTST-SA1,N			No
125	0%	New User Set Up	2 days	Fri 9/4/26	Mon 9/7/26	124	NTST-SA1,N			No
126	0%	Deliverable D - Milestone d viii: Assist the U	0 days	Mon 9/7/26	Mon 9/7/26	125				Yes
127	0%	Deliverable D - Milestone d ix: Assist the Ur	0 days	Mon 9/7/26	Mon 9/7/26	125				Yes
128	0%	CAS Review	4 days	Wed 9/2/26	Mon 9/7/26	120				No
129	0%	Prepare Software Requirements Specificatic	10 days	Tue 9/8/26	Mon 9/21/26	128	NTST-PM,N			No
130	0%	Review SRS Document with State	5 days	Tue 9/22/26	Mon 9/28/26	129	NTST-PM,N			No
131	0%	Final Review and Approval of CAS SRS Docu	5 days	Tue 9/29/26	Thu 10/22/26	130	NTST-PM,N			No

ID	% Complete	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Entrance Criteria	Exit Criteria	Milestone
132	0%	Deliverable D - Milestone d x.: Review of CAS and Approval of SRS-- Obtain Acceptance from the Unit on Design and System Configuration.	0 days	Thu 10/22/26	Thu 10/22/26	131			SRS document completed for CAS and signed off	Yes
133	0%	**Deliverable E: Build/Solution Configuration**	**144 days**	**Tue 7/21/26**	**Fri 2/5/27**					**No**
134	0%	**Engineering Development**	**72 days**	**Mon 9/14/26**	**Wed 12/23/26**					**No**
135	0%	Engineering Development - Global (Netsmart VR!	30 days	Thu 11/12/26	Wed 12/23/26	71FS+14 da	NTST-SysEr			No
136	0%	Deliverable A - Milestone ai -Successfully execute or comply with each Functional Specification as indicated in Attachment 2 - Functional Specifications	0 days	Mon 9/14/26	Mon 9/14/26	139			Configuratior Completed from SRS Doumentatio for Death	Yes
137	0%	**VRS-NX Configuration/Customization**	**144 days**	**Tue 7/21/26**	**Fri 2/5/27**					**No**
138	0%	**Death (including Registration and Amendments**	**40 days**	**Tue 7/21/26**	**Mon 9/14/26**			**SRS signed off fc**		**No**
139	0%	Death Screens Configurations	40 days	Tue 7/21/26	Mon 9/14/26	71FS+14 da	NTST-SA3			No
140	0%	Death Reports Configured	40 days	Tue 7/21/26	Mon 9/14/26	71FS+14 da				No
141	0%	Deliverable E - Milestone ei and eii: Delivery of Death configurations and Death Reports -Ready for UAT	0 days	Mon 9/14/26	Mon 9/14/26	139			Configuratior Completed from SRS Doumentatio for Death	Yes
142	0%	**Fetal Death**	**89 days**	**Tue 9/15/26**	**Fri 1/15/27**			**SRS signed off fc**		**No**
143	0%	Fetal Death Screen Configurations	20 days	Tue 9/15/26	Mon 10/12/26	81FS+14 da	NTST-SA4			No
144	0%	Fetal Death Reports Configured	20 days	Tue 9/15/26	Mon 10/12/26	81FS+14 da				No
145	0%	Deliverable E - Milestone ei and eii: Delivery of Fetal Death configurations and Fetal Death Reports -Ready for UAT	0 days	Mon 10/12/26	Mon 10/12/26	143			Configuratior Completed from SRS Doumentatio for Fetal Death	Yes
146	0%	**Birth**	**69 days**	**Tue 10/13/26**	**Fri 1/15/27**			**SRS signed off fc**		**No**
147	0%	Birth Screen Configurations	30 days	Tue 10/13/26	Mon 11/23/26	91FS+14 da	NTST-SA4			No
148	0%	Birth Reports Configured	30 days	Tue 10/13/26	Mon 11/23/26	91FS+14 da				No
149	0%	Deliverable E - Milestone ei and eii: Delivery of Birth configurations and Birth Reports -Ready for UAT	0 days	Mon 11/23/26	Mon 11/23/26	147			Configuratior Completed from SRS Doumentatio for Fetal Death	Yes
150	0%	**ITOP**	**39 days**	**Tue 11/24/26**	**Fri 1/15/27**			**SRS signed off fc**		**No**

ID	% Complete	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Entrance Criteria	Exit Criteria	Milestone
151	0%	ITOP Screen Configurations	12 days	Tue 11/24/26	Wed 12/9/26	101FS+14 c	NTST-SA4			No
152	0%	ITOP Reports Configured	6 days	Tue 11/24/26	Tue 12/1/26	101FS+14 c				No
153	0%	Deliverable E - Milestone ei and eii: Delivery of ITOP configurations and ITOP Reports -Ready for UAT	0 days	Wed 12/9/26	Wed 12/9/26	151			Configuration Completed from SRS Doumentatio for Fetal Death	Yes
154	**0%**	**Marriage**	**27 days**	**Thu 12/10/26**	**Fri 1/15/27**			**SRS signed off fc**		**No**
155	0%	Marriage Screen Configurations	15 days	Thu 12/10/26	Wed 12/30/26	111FS+14 c	NTST-SA4			No
156	0%	Marriage Reports Configured	6 days	Thu 12/10/26	Thu 12/17/26	111FS+14 c				No
157	0%	Deliverable E - Milestone ei and eii: Delivery of Marriage configurations and Marriage Reports -Ready for UAT	0 days	Wed 12/30/26	Wed 12/30/26	155			Configuration Completed from SRS Doumentatio for Fetal Death	Yes
158	**0%**	**Disolution of Marriage**	**12 days**	**Thu 12/31/26**	**Fri 1/15/27**			**SRS signed off fc**		**No**
159	0%	Dissolution of Marriage Screen Conf	12 days	Thu 12/31/26	Fri 1/15/27	121FS+14 c	NTST-SA4			No
160	0%	Dissolution of Marriage Reports Cor	6 days	Thu 12/31/26	Thu 1/7/27	121FS+14 c				No
161	0%	Deliverable E - Milestone ei and eii: Delivery of Dissolution of Marriage configurations and Dissolution of Marriage Reports -Ready for UAT	0 days	Fri 1/15/27	Fri 1/15/27	159			Configuration Completed from SRS Doumentatio for Fetal Death	Yes
162	**0%**	**CAS**	**15 days**	**Mon 1/18/27**	**Fri 2/5/27**			**SRS document c**		**No**
163	0%	CAS Configurations	15 days	Mon 1/18/27	Fri 2/5/27	159,131	NTST-SA3			No
164	0%	CAS Reports Configured	15 days	Mon 1/18/27	Fri 2/5/27	159,131				No
165	0%	Deliverable E - Milestone ei and eii: Delivery of CAS configurations and CAS Reports -Ready for UAT	0 days	Fri 2/5/27	Fri 2/5/27	163			**Configuration Completed from SRS Doumentatio for CAS**	Yes
166	**0%**	**Integrations**	**158 days**	**Mon 4/13/26**	**Wed 11/18/2€**			**Configuration Cc**		**No**
167	**0%**	**HL7 FHIR - EDRS**	**158 days**	**Mon 4/13/26**	**Wed 11/18/2€**					**No**
168	0%	FHIR UAT Setup environment	5 days	Mon 4/13/26	Fri 4/17/26	26				No
169	0%	Implement Form Changes/Value Sets - from Insta	4 days	Tue 9/15/26	Fri 9/18/26	141				No
170	0%	Perform Quality Assurance/ Execute Test Scripts	3 days	Mon 9/21/26	Wed 9/23/26	169				No
171	0%	Confirm/Resolve Messages	4 days	Thu 9/24/26	Tue 9/29/26	170				No

ID	% Complete	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Entrance Criteria	Exit Criteria	Milestone	
172	0%	Define Setup Testing Scenarios (with NCHS)	4 days	Thu 9/24/26	Tue 9/29/26	170				No	
173	0%	Execute Scenario Testing (with NCHS)	10 days	Wed 9/30/26	Tue 10/13/26	172				No	
174	0%	Confirm/Resolve Messages (with NCHS)	5 days	Wed 10/14/26	Tue 10/20/26	173				No	
175	0%	Verification/Validation from NCHS	20 days	Wed 10/21/26	Tue 11/17/26	174				No	
176	0%	Schedule Deployment of FHIR for Go-Live	1 day	Wed 11/18/26	Wed 11/18/26	175				No	
177	0%	Deliverable E - Milestone eiii.. : Deploy HL7 EDRS	0 days	Wed 11/18/26	Wed 11/18/26	176				Yes	
178	**0%**	**STEVE**	**126 days**	**Mon 4/13/26**	**Mon 10/5/26**			**Configuration Co**		**No**	
179	0%	Setup STEVE Connection	2 days	Mon 4/13/26	Tue 4/14/26	26				No	
180	0%	Perform Quality Assurance/ Execute Test Scripts	3 days	Tue 9/15/26	Thu 9/17/26	141				No	
181	0%	Confirm/Resolve Messages	3 days	Fri 9/18/26	Tue 9/22/26	180				No	
182	0%	Execute Scenario Testing (with NAPHSIS)	3 days	Wed 9/23/26	Fri 9/25/26	181				No	
183	0%	Confirm/Resolve Messages (with NAPHSIS)	3 days	Mon 9/28/26	Wed 9/30/26	182				No	
184	0%	Verification/Validation from NAPHSIS	2 days	Thu 10/1/26	Fri 10/2/26	183				No	
185	0%	Schedule Deployment of STEVE for Go-Live	1 day	Mon 10/5/26	Mon 10/5/26	184				No	
186	0%	Deliverable E - Milestone eiii.. : Deploy STEVE int	0 days	Mon 10/5/26	Mon 10/5/26	185				Yes	
187	**0%**	**OVS**	**158 days**	**Mon 4/13/26**	**Wed 11/18/26**			**Configuration Co**		**No**	
188	0%	OVS UAT Setup environment	2 days	Mon 4/13/26	Tue 4/14/26	26				No	
189	0%	Perform Quality Assurance/ Execute Test Scripts	2 days	Wed 4/15/26	Thu 4/16/26	188				No	
190	0%	Confirm/Resolve Messages	2 days	Fri 4/17/26	Mon 4/20/26	189				No	
191	0%	Define Setup Testing Scenarios (with SSA)	2 days	Fri 4/17/26	Mon 4/20/26	189				No	
192	0%	Execute Scenario Testing (with SSA)	3 days	Tue 4/21/26	Thu 4/23/26	190				No	
193	0%	Confirm/Resolve Messages (with SSA)	3 days	Tue 4/21/26	Thu 4/23/26	191				No	
194	0%	Verification/Validation from SSA	2 days	Fri 4/24/26	Mon 4/27/26	192				No	
195	0%	Schedule Deployment of OVS for Go-Live	1 day	Tue 4/28/26	Tue 4/28/26	194				No	
196	0%	Deliverable E - Milestone eiii. : Deploy OVS into F	0 days	Tue 4/28/26	Tue 4/28/26	195				Yes	
197	**0%**	**HL7 FHIR - EBRS**	**158 days**	**Mon 4/13/26**	**Wed 11/18/26**					**No**	
198	0%	FHIR UAT Setup environment	5 days	Mon 4/13/26	Fri 4/17/26	26				No	
199	0%	Implement Form Changes/Value Sets - from In	4 days	Tue 9/15/26	Fri 9/18/26	139				No	
200	0%	Perform Quality Assurance/ Execute Test Scrip	3 days	Mon 9/21/26	Wed 9/23/26	199				No	
201	0%	Confirm/Resolve Messages	4 days	Thu 9/24/26	Tue 9/29/26	200				No	
202	0%	Define Setup Testing Scenarios (with NCHS)	4 days	Thu 9/24/26	Tue 9/29/26	200				No	
203	0%	Execute Scenario Testing (with NCHS)	10 days	Wed 9/30/26	Tue 10/13/26	202				No	
204	0%	Confirm/Resolve Messages (with NCHS)	5 days	Wed 10/14/26	Tue 10/20/26	203				No	
205	0%	Verification/Validation from NCHS	20 days	Wed 10/21/26	Tue 11/17/26	204				No	
206	0%	Schedule Deployment of FHIR for Go-Live	1 day	Wed 11/18/26	Wed 11/18/26	205				No	
207	0%	Deliverable E - Milestone eiii. : Deploy HL7 EBI	0 days	Wed 11/18/26	Wed 11/18/26	206				Yes	
208	**0%**	**Deliverable 5: Final Review and Deliverable 6: Valida**	**41.25 days**	**Mon 2/8/27**	**Tue 4/6/27**	**165**				**No**	

ID	% Complete	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Entrance Criteria	Exit Criteria	Milestone
209	**0%**	**Demonstrate Final Configured Solution**	**41.25 days**	**Mon 2/8/27**	**Tue 4/6/27**					**No**
210	**0%**	**Death**	**41.25 days**	**Mon 2/8/27**	**Tue 4/6/27**					**No**
211	0%	Death Event Walk-through and Demonstrated	2 hrs	Mon 2/8/27	Mon 2/8/27	139	NTST-SA1,N			No
212	0%	Provide User Documentation - Death	10 days	Tue 3/23/27	Tue 4/6/27	215	NTST-TR1,N			No
213	0%	UAT Testing and Review Period	20 days	Mon 2/8/27	Mon 3/8/27	211	State Proje			No
214	0%	Netsmart Correct Deficiencies until approved	10 days	Mon 3/8/27	Mon 3/22/27	213	NTST-SA1			No
215	0%	State Gives Final Approval	1 day	Mon 3/22/27	Tue 3/23/27	214	State Proje			No
216	0%	Deliverable E- Milestone ev, evi,evii. : Docume	0 days	Tue 3/23/27	Tue 3/23/27	215				Yes
217	**0%**	**Fetal Death**	**26.25 days**	**Mon 2/8/27**	**Tue 3/16/27**					**No**
218	0%	Fetal Death Event Walk-through and Demor	2 hrs	Mon 2/8/27	Mon 2/8/27	163	NTST-SA1,N			No
219	0%	Provide User Documentation - Fetal Death	5 days	Tue 3/9/27	Tue 3/16/27	222	NTST-TR1,N			No
220	0%	UAT Testing and Review Period	10 days	Mon 2/8/27	Mon 2/22/27	218	State Proje			No
221	0%	Netsmart Correct Deficiencies until approve	10 days	Mon 2/22/27	Mon 3/8/27	220	NTST-SA1			No
222	0%	State Gives Final Approval	1 day	Mon 3/8/27	Tue 3/9/27	221	State Proje			No
223	0%	Provide Technical Documentation -business	5 days	Tue 3/9/27	Tue 3/16/27	222	NTST-TR1,N			No
224	**0%**	**Birth**	**26.25 days**	**Mon 2/8/27**	**Tue 3/16/27**					**No**
225	0%	Birth Event Walk-through and Demonstra	2 hrs	Mon 2/8/27	Mon 2/8/27	163	NTST-SA1,N			No
226	0%	Provide User Documentation - Fetal Deat	5 days	Tue 3/9/27	Tue 3/16/27	229	NTST-TR1,N			No
227	0%	UAT Testing and Review Period	10 days	Mon 2/8/27	Mon 2/22/27	225	State Proje			No
228	0%	Netsmart Correct Deficiencies until appro	10 days	Mon 2/22/27	Mon 3/8/27	227	NTST-SA1			No
229	0%	State Gives Final Approval	1 day	Mon 3/8/27	Tue 3/9/27	228	State Proje			No
230	0%	Provide Technical Documentation -busin	5 days	Tue 3/9/27	Tue 3/16/27	229	NTST-TR1,N			No
231	0%	Deliverable E- Milestone ev, evi,evii. : Dc	0 days	Tue 3/16/27	Tue 3/16/27	230				Yes
232	**0%**	**ITOP**	**26.25 days**	**Mon 2/8/27**	**Tue 3/16/27**					**No**
233	0%	Fetal Death Event Walk-through and D	2 hrs	Mon 2/8/27	Mon 2/8/27	163	NTST-SA1,N			No
234	0%	Provide User Documentation - Fetal De	5 days	Tue 3/9/27	Tue 3/16/27	237	NTST-TR1,N			No
235	0%	UAT Testing and Review Period	10 days	Mon 2/8/27	Mon 2/22/27	233	State Proje			No
236	0%	Netsmart Correct Deficiencies until ap	10 days	Mon 2/22/27	Mon 3/8/27	235	NTST-SA1			No
237	0%	State Gives Final Approval	1 day	Mon 3/8/27	Tue 3/9/27	236	State Proje			No
238	0%	Provide Technical Documentation -bus	5 days	Tue 3/9/27	Tue 3/16/27	237	NTST-TR1,N			No
239	0%	Deliverable E- Milestone ev, evi,evii. :	0 days	Tue 3/16/27	Tue 3/16/27	238				Yes
240	**0%**	**Marriage**	**26.25 days**	**Mon 2/8/27**	**Tue 3/16/27**					**No**
241	0%	Fetal Death Event Walk-through and	2 hrs	Mon 2/8/27	Mon 2/8/27	163	NTST-SA1,N			No
242	0%	Provide User Documentation - Fetal	5 days	Tue 3/9/27	Tue 3/16/27	245	NTST-TR1,N			No
243	0%	UAT Testing and Review Period	10 days	Mon 2/8/27	Mon 2/22/27	241	State Proje			No
244	0%	Netsmart Correct Deficiencies until	10 days	Mon 2/22/27	Mon 3/8/27	243	NTST-SA1			No
245	0%	State Gives Final Approval	1 day	Mon 3/8/27	Tue 3/9/27	244	State Proje			No

ID	% Complete	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Entrance Criteria	Exit Criteria	Milestone
246	0%	Provide Technical Documentation -	5 days	Mon 2/8/27	Fri 2/12/27		NTST-TR1,N			No
247	0%	Deliverable E- Milestone ev, evi,evii	0 days	Fri 2/12/27	Fri 2/12/27	246				Yes
248	0%	Dissolution of Marriage	26.25 days	Mon 2/8/27	Tue 3/16/27					No
249	0%	Fetal Death Event Walk-through a	2 hrs	Mon 2/8/27	Mon 2/8/27	163	NTST-SA1,N			No
250	0%	Provide User Documentation - Fe	5 days	Tue 3/9/27	Tue 3/16/27	253	NTST-TR1,N			No
251	0%	UAT Testing and Review Period	10 days	Mon 2/8/27	Mon 2/22/27	249	State Proje			No
252	0%	Netsmart Correct Deficiencies un	10 days	Mon 2/22/27	Mon 3/8/27	251	NTST-SA1			No
253	0%	State Gives Final Approval	1 day	Mon 3/8/27	Tue 3/9/27	252	State Proje			No
254	0%	Provide Technical Documentation	5 days	Tue 3/9/27	Tue 3/16/27	253	NTST-TR1,N			No
255	0%	Deliverable E- Milestone ev, evi,e	0 days	Tue 3/16/27	Tue 3/16/27	254				Yes
256	0%	CAS	34.25 days	Mon 2/8/27	Fri 3/26/27					No
257	0%	CAS Event Walk-through and Demonstrated	2 hrs	Mon 2/8/27	Mon 2/8/27	143,147,15	NTST-SA1,N			No
258	0%	Provide User Documentation - CAS	8 days	Tue 3/16/27	Fri 3/26/27	261	NTST-TR1,N			No
259	0%	UAT Testing and Review Period	15 days	Mon 2/8/27	Mon 3/1/27	257	State Proje			No
260	0%	Netsmart Correct Deficiencies until approve	10 days	Mon 3/1/27	Mon 3/15/27	259	NTST-SA1			No
261	0%	State Gives Final Approval	1 day	Mon 3/15/27	Tue 3/16/27	260	State Proje			No
262	0%	Provide Technical Documentation -business	5 days	Tue 3/16/27	Tue 3/23/27	261	NTST-TR1,N			No
263	0%	Deliverable E- Milestone ev, evi,evii. : Docu	0 days	Tue 3/23/27	Tue 3/23/27	262				Yes
264	0%	Test Plan	251.25 days	Mon 4/13/26	Tue 3/30/27					No
265	0%	Defect Tracking Plan	5 days	Mon 4/13/26	Fri 4/17/26					No
266	0%	Netsmart provides written methodology detailin	5 days	Mon 4/13/26	Fri 4/17/26		NTST-PM,S			No
267	0%	Test Plan and Scripts	246.25 days	Mon 4/20/26	Tue 3/30/27					No
268	0%	State creates Test Plan and test scripts with assis	30 days	Mon 4/20/26	Fri 5/29/26	266	NTST-PM,S			No
269	0%	Netsmart Review of Test Plan and Scripts	10 days	Mon 6/1/26	Fri 6/12/26	268	NTST-PM			No
270	0%	Netsmart Approval of Test Plan and Test Scripts	5 days	Tue 3/23/27	Tue 3/30/27	262	NTST-PM			No
271	0%	Deliverable E- Milestone eiv. : Review & Sign-off - a	0 days	Tue 3/30/27	Tue 3/30/27	270	NTST-PM,S			Yes
272	0%	Deliverable 8: Testing Event (Pilot)	630.58 days	Thu 4/10/25	Fri 9/10/27					No
273	0%	Deliverable 7: Testing Training (Conducted by Nets	20 days	Tue 3/30/27	Tue 4/27/27					No
274	0%	State identifies selected State staff and stakehol	2 days	Tue 3/30/27	Thu 4/1/27	270	State PM,St			No
275	0%	Netsmart develops and delivers Training Materia	10 days	Thu 4/1/27	Thu 4/15/27	274	NTST-TR1,N			No
276	0%	Deliverable G - Milestone gi.,gii :Coordinate and	0 days	Thu 4/15/27	Thu 4/15/27	275	NTST-PM,S			Yes
277	0%	Netsmart delivers Training prior to Testing execu	5 days	Thu 4/15/27	Thu 4/22/27	275	NTST-TR1,N			No
278	0%	Training Evaluation Process & Feedback	3 days	Thu 4/22/27	Tue 4/27/27	277	NTST-TR1,N			No
279	0%	Deliverable G - Milestone gii. : Completion of Pilo	0 days	Tue 4/27/27	Tue 4/27/27	278				Yes
280	0%	Testing Execution	630.58 days	Thu 4/10/25	Fri 9/10/27					No
281	0%	Run Test Scenarios / Verify Results /	5 days	Tue 4/27/27	Tue 5/4/27	278	NTST-PM,S			No
282	0%	Netsmart corrects problems as identified (contin	5 days	Tue 5/4/27	Tue 5/11/27	281	NTST-SA1,N			No

ID	% Complete	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Entrance Criteria	Exit Criteria	Milestone
283	0%	Weekly Reporting (Results, Problem/Resolution I	5 days	Tue 5/11/27	Tue 5/18/27	282	NTST-PM			No
284	0%	Netsmart Re-configures, Tests, Delivers Updates	10 days	Tue 5/18/27	Tue 6/1/27	283	NTST-SA1,N			No
285	0%	Deliverable G - Milestone giii. : Completion of Pil	0 days	Tue 6/1/27	Tue 6/1/27	284	State Proje			Yes
286	0%	**Data Conversion and Migration**	**630.58 days**	**Thu 4/10/25**	**Fri 9/10/27**					**No**
287	0%	kick-Off	1 day	Thu 4/10/25	Fri 4/11/25	22	Rich Colber			No
288	0%	**Data Conversion Planning**	**25 days**	**Mon 4/13/26**	**Fri 5/15/26**					**No**
289	0%	**Conversion Meeting 1**	**5 days**	**Mon 4/13/26**	**Fri 4/17/26**					**No**
290	0%	Document Conversion and Migration Ob	1 day	Mon 4/13/26	Mon 4/13/26	287	Rich Colber			No
291	0%	Data Dictionary & Data Schema	1 day	Mon 4/13/26	Mon 4/13/26	287	Rich Colber			No
292	0%	Review tools and techniques used in con	1 day	Mon 4/13/26	Mon 4/13/26	287	Rich Colber			No
293	0%	Review Netsmart and State roles and res	1 day	Mon 4/13/26	Mon 4/13/26	287	Rich Colber			No
294	0%	Define conversion and migration strateg	1 day	Mon 4/13/26	Mon 4/13/26	287	Rich Colber			No
295	0%	Define strategy for migrating all images	1 day	Mon 4/13/26	Mon 4/13/26	287	Rich Colber			No
296	0%	Agree on final specifications on all data a	5 days	Mon 4/13/26	Fri 4/17/26	287	Rich Colber			No
297	0%	Develop data validation methodology inclu	5 days	Mon 4/20/26	Fri 4/24/26	296	Rich Colber			No
298	0%	Netsmart provides Data Migration / Conve	5 days	Mon 4/27/26	Fri 5/1/26	297	Rich Colber			No
299	0%	State review and feedback on Data Conver	5 days	Mon 5/4/26	Fri 5/8/26	298	WV Project			No
300	0%	Netsmart Updates plan based on feedback	5 days	Mon 5/11/26	Fri 5/15/26	299	Rich Colber			No
301	0%	Deliverable F Milestone fi, fii -Final Review	0 days	Fri 5/15/26	Fri 5/15/26	300	WV Project			Yes
302	0%	**Data Conversion Validation Table Setup**	**66 days**	**Mon 5/18/26**	**Mon 8/17/26**					**No**
303	0%	Review Meeting with Client	1 day	Mon 5/18/26	Mon 5/18/26	301	Rich Colber			No
304	0%	Identify Validation Tables	10 days	Tue 5/19/26	Mon 6/1/26	303	Rich Colber			No
305	0%	Define Validation Rules	10 days	Tue 6/2/26	Mon 6/15/26	304	Rich Colber			No
306	0%	Load Validation Tables	5 days	Tue 6/16/26	Mon 6/22/26	305	Rich Colber			No
307	0%	Valdiate Config	10 days	Tue 6/23/26	Mon 7/6/26	306	Rich Colber			No
308	0%	Test Validation Tables	10 days	Tue 7/7/26	Mon 7/20/26	307	Rich Colber			No
309	0%	Update Validation Tables / Edits	10 days	Tue 7/21/26	Mon 8/3/26	308	Rich Colber			No
310	0%	ReTest Valiadation Tables	10 days	Tue 8/4/26	Mon 8/17/26	309	WV Project			No
311	0%	**Data Conversion Client Prep**	**10 days**	**Mon 5/18/26**	**Fri 5/29/26**					**No**
312	0%	NTST Provides Extraction Support	10 days	Mon 5/18/26	Fri 5/29/26	301	Rich Colber			No
313	0%	Data	5 days	Mon 6/1/26	Fri 6/5/26	311	WV Project			No
314	0%	team pulls data from sources and output in	5 days	Mon 6/1/26	Fri 6/5/26	312	WV Project			No
315	0%	Load Data table to SFTP site	5 days	Mon 6/8/26	Fri 6/12/26	313	WV Project			No
316	0%	Images	5 days	Mon 6/8/26	Fri 6/12/26	314	WV Project			No
317	0%	Extract Death Images	5 days	Mon 6/15/26	Fri 6/19/26	315	WV Project			No
318	0%	Convert PDF to TIFF Images as appropriate	5 days	Mon 6/22/26	Fri 6/26/26	317	WV Project			No
319	0%	Load Images on SFTP	5 days	Mon 6/29/26	Fri 7/3/26	318	WV Project			No

ID	% Complete	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Entrance Criteria	Exit Criteria	Milestone
320	0%	Data Conversion Environment Setup	5 days	Mon 7/6/26	Fri 7/10/26	319	Rich Colber			No
321	0%	DataConversion Environemnt Setup/Access	5 days	Mon 7/13/26	Fri 7/17/26	320	Rich Colber			No
322	0%	Update Data Conversion Routines as needed	5 days	Mon 7/20/26	Fri 7/24/26	321	Rich Colber			No
323	0%	Visual Inspection of Data and Images	5 days	Mon 7/27/26	Fri 7/31/26	322	Rich Colber			No
324	**0%**	**Data Conversion User Table Setup**	**66 days**	**Mon 5/18/26**	**Mon 8/17/26**					**No**
325	0%	Review Meeting with Client	1 day	Mon 5/18/26	Mon 5/18/26	301	Rich Colber			No
326	0%	Identify User Groups	10 days	Tue 5/19/26	Mon 6/1/26	325	WV Project			No
327	0%	Define User Role Mapping Rules	10 days	Tue 6/2/26	Mon 6/15/26	326	WV Project			No
328	0%	Load User Tables	5 days	Tue 6/16/26	Mon 6/22/26	327	Rich Colber			No
329	0%	Valdiate Config	10 days	Tue 6/23/26	Mon 7/6/26	328	Rich Colber			No
330	0%	Test User Conversion Tables	10 days	Tue 7/7/26	Mon 7/20/26	329	WV Project			No
331	0%	Update User Tables / Edits	10 days	Tue 7/21/26	Mon 8/3/26	330	Rich Colber			No
332	0%	ReTest User Tables	10 days	Tue 8/4/26	Mon 8/17/26	331	WV Project			No
333	**0%**	**Data Conversion Testing**	**110 days**	**Tue 3/23/27**	**Tue 8/24/27**					**No**
334	**0%**	**Data Conversion / Image Migration Partial**	**30 days**	**Tue 3/23/27**	**Tue 5/4/27**					**No**
335	0%	Run Conversion / Migration Routines	5 days	Tue 3/23/27	Tue 3/30/27	323,216,23	WV Project			No
336	0%	Test Load partial Conversion Data and In	5 days	Tue 3/30/27	Tue 4/6/27	335	Rich Colber			No
337	0%	Report Conversion Statistics, Exceptions	5 days	Tue 4/6/27	Tue 4/13/27	336	Rich Colber			No
338	0%	Make Conversion Adjustments - Input Fil	5 days	Tue 4/13/27	Tue 4/20/27	337	WV Project			No
339	0%	Repeat Partial Data Testing	10 days	Tue 4/20/27	Tue 5/4/27	338	Rich Colber			No
340	**0%**	**Round 1 Data Conversion/Migration Comp**	**25 days**	**Tue 5/4/27**	**Tue 6/8/27**					**No**
341	0%	State Provides full Data Conversion and I	5 days	Tue 5/4/27	Tue 5/11/27	339	WV Project			No
342	0%	Test Load full Conversion Data	5 days	Tue 5/11/27	Tue 5/18/27	341	Rich Colber			No
343	0%	Report Conversion Statistics, Exceptions	5 days	Tue 5/18/27	Tue 5/25/27	342	Rich Colber			No
344	0%	Complete Data Conversion Testing	5 days	Tue 5/25/27	Tue 6/1/27	343	WV Project			No
345	0%	Make Final Conversion Adjustments - Inp	5 days	Tue 6/1/27	Tue 6/8/27	344	Rich Colber			No
346	**0%**	**Round 2 Data Conversion/Migration Comp**	**25 days**	**Tue 6/8/27**	**Tue 7/13/27**					**No**
347	0%	State Provides full Data Conversion and I	5 days	Tue 6/8/27	Tue 6/15/27	345	WV Project			No
348	0%	Test Load full Conversion Data	5 days	Tue 6/15/27	Tue 6/22/27	347	Rich Colber			No
349	0%	Report Conversion Statistics, Exceptions	5 days	Tue 6/22/27	Tue 6/29/27	348	Rich Colber			No
350	0%	Complete Data Conversion Testing	5 days	Tue 6/29/27	Tue 7/6/27	349	WV Project			No
351	0%	Make Final Conversion Adjustments - Inp	5 days	Tue 7/6/27	Tue 7/13/27	350	Rich Colber			No
352	0%	Deliverable F Milestone fiii, fiv : Provide	0 days	Tue 7/13/27	Tue 7/13/27	351				Yes
353	**0%**	**Parallel Pilot Data Conversion**	**30 days**	**Tue 7/13/27**	**Tue 8/24/27**					**No**
354	0%	State Provides full Data Conversion and I	5 days	Tue 7/13/27	Tue 7/20/27	351	WV Project			No
355	0%	Test Load full Conversion Data	5 days	Tue 7/20/27	Tue 7/27/27	354	Rich Colber			No
356	0%	Report Conversion Statistics, Exceptions	5 days	Tue 7/27/27	Tue 8/3/27	355	Rich Colber			No

ID	% Complete	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Entrance Criteria	Exit Criteria	Milestone
357	0%	Complete Data Conversion Testing	5 days	Tue 8/3/27	Tue 8/10/27	356	WV Project			No
358	0%	Make Final Conversion Adjustments - Inp	5 days	Tue 8/10/27	Tue 8/17/27	357	Rich Colber			No
359	0%	Pilot Conversion Acceptance	5 days	Tue 8/17/27	Tue 8/24/27	358	WV Project			No
360	**0%**	**Go-Live Execution**	**13 days**	**Tue 8/24/27**	**Fri 9/10/27**					**No**
361	**0%**	**Data Conversion and Migration**	**13 days**	**Tue 8/24/27**	**Fri 9/10/27**					**No**
362	**0%**	**Final Data Conversion and Image Migrat**	**13 days**	**Tue 8/24/27**	**Fri 9/10/27**					**No**
363	0%	Final Exceptions Update	5 days	Tue 8/24/27	Tue 8/31/27	359	WV Project			No
364	0%	Report Conversion Statistics, Exceptio	4 days	Tue 8/31/27	Mon 9/6/27	363	Rich Colber			No
365	0%	Data Conversion and migration of imag	2 days	Mon 9/6/27	Wed 9/8/27	364	Rich Colber			No
366	0%	Conversion of All Data & Reference Ta	2 days	Wed 9/8/27	Fri 9/10/27	365	Rich Colber			No
367	0%	Deliverable f Milestone fv: Obtain Acc	0 days	Wed 9/8/27	Wed 9/8/27	365	WV Project			Yes
368	**0%**	**Deliverable 9: Go-Live Preparation**	**50 days**	**Tue 6/1/27**	**Tue 8/10/27**					**No**
369	**0%**	**State Develops Go Live Implementation Plan with**	**44 days**	**Tue 6/1/27**	**Mon 8/2/27**					**No**
370	0%	Define Go / No Go Criteria	2 days	Tue 6/1/27	Thu 6/3/27	284	NTST-PM,S			No
371	0%	Define Go Live Procedures	3 days	Thu 6/3/27	Tue 6/8/27	370	NTST-PM,S			No
372	0%	Define Roll-Back Procedures	3 days	Tue 6/8/27	Fri 6/11/27	371	NTST-PM,S			No
373	0%	Define Training Plan Schedule	3 days	Fri 6/11/27	Wed 6/16/27	372	NTST-PM,S			No
374	0%	Deliverable 7 - Milestone 7f. : Sign off on Go - Liv	0 days	Wed 6/16/27	Wed 6/16/27	373	State Proje			Yes
375	0%	State delivers training to End Users for Phase 1	30 days	Wed 6/16/27	Wed 7/28/27	373				No
376	0%	Deliverable 7 - Milestone 7g. : Train the Trainer	10 days	Tue 6/1/27	Tue 6/1/27	284	State Proje			Yes
377	0%	Define On-Site Support Procedures	2 days	Tue 6/8/27	Thu 6/10/27	371	NTST-PM,S			No
378	0%	Define Help Desk Procedures	2 days	Thu 6/10/27	Mon 6/14/27	377	NTST-PM,S			No
379	0%	Define Off-Site Support Procedures	3 days	Mon 6/14/27	Thu 6/17/27	378	NTST-PM,S			No
380	0%	Sign-Off on Go-Live Plan	3 days	Wed 7/28/27	Mon 8/2/27	375	State PM,S			No
381	0%	Deliverable 9 - Milestone 9a. : Acceptance of Go	0 days	Tue 6/1/27	Tue 6/1/27	284	State Proje			Yes
382	0%	Netsmart assists the State with final Production Env	3 days	Mon 8/2/27	Thu 8/5/27	380	NTST-PM,S			No
383	0%	Netsmart makes any final changes to system identi	3 days	Thu 8/5/27	Tue 8/10/27	382	NTST-SA1			No
384	0%	Deliverable H Milestone hi: Perform and Complete	0 days	Tue 8/10/27	Tue 8/10/27	383				Yes
385	**0%**	**Maintenance Training**	**5 days**	**Mon 8/2/27**	**Mon 8/9/27**					**No**
386	0%	Netsmart Trains State Trainers on VRS-NX Applic	5 days	Mon 8/2/27	Mon 8/9/27	380				No
387	0%	Deliverable 7 - Milestone 7h. : Complete Mainter	0 days	Mon 8/9/27	Mon 8/9/27	386				Yes
388	0%	Netsmart Trains State Staff on VRS-NX System ar	5 days	Mon 8/2/27	Mon 8/9/27	380				No
389	0%	Deliverable 7 - Milestone 7i. : Complete Administ	0 days	Mon 8/9/27	Mon 8/9/27	388				Yes
390	**0%**	**Deliverable 9: Go-Live**	**9 days**	**Thu 8/5/27**	**Wed 8/18/27**					**No**
391	**0%**	**Go-Live Execution**	**9 days**	**Thu 8/5/27**	**Wed 8/18/27**					**No**
392	**0%**	**Install Customized/Configured Solution in Produ**	**0.5 days**	**Thu 8/5/27**	**Thu 8/5/27**					**No**
393	0%	Death/Fetal Death/Birth/ITOP/Marriage/Disso	4 hrs	Thu 8/5/27	Thu 8/5/27	380FS+3 da	NTST-PM,N			No

ID	% Complete	Task Name	Duration	Start	Finish	Predecessors	Resource Names	Entrance Criteria	Exit Criteria	Milestone
394	0%	Netsmart & State assists users with understandir	4 days	Thu 8/5/27	Wed 8/11/27	380FS+3 da	NTST-PM,N			No
395	0%	**Go Live**	5 days	Wed 8/11/27	Wed 8/18/27	394	State Proje			No
396	0%	Deliverable h - Milestone hiii, hiv: Assist the Unit	0 days	Wed 8/18/27	Wed 8/18/27	395				Yes
397	0%	Deliverable h - Milestone hii. : Go Live Event Sign	0 days	Wed 8/18/27	Wed 8/18/27	395	State Proje			Yes
398	**0%**	**Deliverable 10: Post Go-Live**	**91 days**	**Wed 8/18/27**	**Thu 12/23/27**					**No**
399	0%	Burn In Period	90 days	Wed 8/18/27	Wed 12/22/27	395				No
400	0%	Coordinate and Facilitate Post-Implementation Review	2 days	Wed 8/18/27	Fri 8/20/27	395				No
401	0%	Provide a Plan for Enhancement Requests	2 days	Wed 8/18/27	Fri 8/20/27	395				No
402	0%	Provide a Transition Plan from Implementation to Sup	3 days	Wed 8/18/27	Mon 8/23/27	395				No
403	0%	Transition to Support	1 day	Wed 12/22/27	Thu 12/23/27	**399**	NTST-PM,S			No
404	0%	Deliverable I Milestone Ii,Iii,Iiii,Iiv - Final Sign Off	0 days	Thu 12/23/27	Thu 12/23/27	403				Yes
405	**0%**	**Deliverable Support and Maintenance**	**1 day**	**Wed 12/22/27**	**Thu 12/23/27**	**399**				**No**
406	0%	Release Notes	0 days	Wed 12/22/27	Wed 12/22/27	399	State Proje			Yes
407	0%	Support Hours (Mon-Fri 8:00am-6:00pm EST)	0 days	Thu 12/23/27	Thu 12/23/27	404	State Proje			Yes

Netsmart Proposed Personnel Resumes

Name	Project Role
Shelly Casale, Senior Director/ General Manager	VRS

Experience Summary
Possesses over 20 years of expertise in Project and Product Management, driving complex initiatives from planning through successful execution. Brings more than 25 years of experience in the healthcare sector, encompassing leadership, software and medical device implementation, software and device design, direct patient care, and quality assurance. Demonstrates a comprehensive understanding of clinical workflows and regulatory requirements, ensuring alignment between technical solutions and patient-centered outcomes. Combines strategic vision with operational excellence to deliver innovative, compliant, and efficient healthcare solutions.

Skills and Responsibilities

- Consulting Leadership
- Project Oversight & Management
- Client Engagement

Professional Experience

Netsmart	2011 - Present

Senior Director/ General Manager
- Practice Director of Vital Records solution managing consulting operations for Implementation and support.
- Collaborating with internal and external products to interface and design solutions that meets industry needs as well as creating agnostic solutions within the company to provide open channels of communication from one product to the next.
- Create and manage product roadmap in alignment with company vision and client expectations.
- Manage resources for development and deployment of product enhancements.

Sequest Technologies	2000 - 2011

Director of Client Services
- Create and manage product roadmap in alignment with company vision and client expectations.
- Manage resources for development and deployment of product enhancements.
- Client consultation to assist organizations on product and implementing solutions for organizations.
- Responsible for internal and external communication for product releases and updates.
- Design clinical and financial solutions for product (Treatment planning, CPOE/EMAR. ICD10/DSM 5, MU certification Stage 1 and 2).

Sabratek Corporation	1997 - 2000

Project Manager/Clinical Consultant
- Medical device implementations across the country. IV solutions.
- Nursing SME
- Product Development

Education

Massachusetts College of Pharmacy and Allied Health Sciences B.S.N., Bachelor of Science in Nursing	1988

Certification

Registered Nurse License
Illinois License Active

Work Location

Remote

References

State of Florida

- **Ken Jones**
  - o State Registrar/Bureau Chief Florida Department of Health Bureau of Vital Statistics
  - o 1217 N Pearl St., Jacksonville FL 32202
  - o (904) 359-6900, ext. 1001
  - o ken.jones@flhealth.gov
- **Ken Higginbotham**
  - o Bureau of Vital Statistics – Program Administrator for Administrative Services
  - o 1217 N Pearl St., Jacksonville FL 32202
  - o (904) 359-6900 ext. 1058
  - o ken.higginbotham@flhealth.gov

State of Nevada

- **Tiffany Smith, PMP**
  - o Project Manager
  - o Division of Public and Behavioral Health – Nevada Department of Health and Human services
  - o 4150 Technology Way STE 300, Carson City, NV 89706-2029
  - o (775) 843-6841
  - o t.smith@health.nv.gov
- **Kelly Sonnemann**
  - o Project Manager
  - o Division of Public and Behavioral Health – Nevada Department of Health and Human services
  - o 4150 Technology Way STE 300, Carson City, NV 89706-2029
  - o (775) 721-3543
  - o ksonnemann@health.nv.gov

Name	Project Role
Steven Egert/Senior Project Manager	VRS

Experience Summary

Software/Application Implementation Professional with over 25 years of experience building solutions that use leading edge technologies. Background includes software development, project management, building relationships with clients, client/server applications, data warehousing etc. Skilled at leading project the through complete lifecycle.

Skills and Responsibilities

- Accountable for management of project activities, information, and resources
- Manager relationship with clients and key stakeholders.
- Accountable for project governance.
- Responsible for business stakeholder communications including issue/risk escalation and resolution.
- Meet financial objectives by forecasting requirements, analyzing variances and initiating corrective actions.
- Manage changes to the project scope, project schedule, and project costs.
- Identify, recommend, and support additional sales opportunities.
- Ability to make good and timely decisions that keep the organization moving forward.
- Ability to anticipate and balance the needs of multiple stakeholders.

Professional Experience

Netsmart	2011 - Present

Engagement Leader/Senior Project Manager
- Supported Application (VRS) utilized Agile/Delphi, SQL Server and Report Builder.
- Used Salesforce and Microsoft Teams for internal PM purposed
- Led multiple Vital Records projects from the early stages of analysis and design through implementation.
- Managed virtual team of 15 resources across multiple locations effectively and received excellent upward feedback from subordinates.
- Managed a portfolio of clients as a Project Manager on many Go-Lives
- Managed the implementation of FHIR for Mortality
- Improved client satisfaction by taking a proactive approach, obtaining immediate results on tasks and delivering projects on time and budget.
- Managed and trained new Project Managers on the VRS-NX Upgrade process and have worked as oversight on all VRS Implementations.

Education

University of Iowa Henry B, Tippie College of Business Bachelor of Business Administration, Finance	1998

Certification

PMP Certification	11/2024 – 11/2027

Work Location

Remote

References

State of Florida
- **Ken Jones**
  - State Registrar/Bureau Chief Florida Department of Health Bureau of Vital Statistics
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Name	Project Role
Jane Tish	Senior Solution Architect

Experience Summary

Brings over 19 years of experience in Vital Records, with the past 17 years focused on Netsmart VRS. Responsibilities have included documentation development, quality assurance testing, requirements gathering, configuration, table maintenance, report design, curriculum development, training delivery, class scheduling, LMS administration, and customer support. Demonstrates a strong ability to manage diverse tasks and ensure accuracy and efficiency across all aspects of system implementation and support.

Skills and Responsibilities

- **eLearning Administration and Training**: Training delivery and support, curriculum development, class scheduling, LMS administration

- **Technical Development**: HTML, SQL, JavaScript, Visual Basic, database development, custom import/export processes, and report design

- **Quality Assurance**: Testing and data collection solutions

- **Technical Writing**: Documentation and requirements development

Professional Experience

Netsmart	2008 - Present

Senior Solution Architect
- Execute requirements and Gap analysis.
- Craft use cases, workflows, and test scripts.
- Engineer system configurations and reports.
- Spearhead the development and implementation of end-user classroom training curriculum for large-scale statewide VRS projects.
- Design and launch online training programs for VRS.
- Deliver comprehensive VRS systems administration training.
- Author and customize VRS end-user manuals.
- Develop and facilitate Train-the-Trainer curriculum for VRS.
- Conduct impactful product demonstrations for new and existing clients.

Lincoln Land Community College	1992 - 2008

- Conducted day and evening microcomputer classes in database design, web design, print design, and programing.
- Individual consulting projects including State of Illinois Employee Benefit Manual.

Education

Lincoln Land Community College
A.S. Accounting/Data Processing

University of Illinois at Springfield
B.A. Communications

Work Location

Remote

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State of Florida

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Name	Project Role
Matthew Walberg	Technical Consultant

Experience Summary	

Dedicated technical consultant with diverse experience in EHR solutions and the application development life cycle. Proven ability to implement technical solutions that address specific client needs, enhance productivity, and significantly improve operational efficiency. Extensive technical expertise, including system architecture design, software development, data integration, and database management, with a strong focus on optimizing systems and delivering exceptional client outcomes.

Skills and Responsibilities

- Refactor legacy application code/configuration to updated web-based solution.
- Identify issues during conversion and refactoring process and work on resolution.
- Implement, manage, and troubleshoot data and integration solutions for myVRS.
- Address incoming requests for troubleshooting and configuration of myVRS.
- Provide consultative events to clients about functionality and use.
- Identify opportunities for improvement and make constructive suggestions for change.
- Implement FHIR-based solutions for myVRS.

Professional Experience	
Netsmart	**2023 – Present**

Technical Consultant

- Design and develop forms, reports, interfaces, and other related system components.
- Consult with clients on designs relates forms, reports, and interfaces.
- Support rollout of new solutions to clients, assisting with technical setup/configuration, data transfer testing protocol, and data transfer validation.
- Collaborate with engineering by providing feedback and example on how to or improve code for logging, monitoring, altering, analytics, process improvements, etc.
- Lead clients and third-party vendor calls to drive mapping elements – help translate and articulate requirements between systems.

Netsmart	**2022 – 2023**

Technical Analyst

- Address incoming requests for troubleshooting and configuration of the CareFabric architecture.
- Deliver interfaces or data solutions across multiple Care Records/modules.
- Provide consultative events to clients.
- Identify opportunities for improvement and make constructive suggestions for change.

Education	
Kansas State University Bachelor of Science, Management Information Systems Minor in Computer Science	**2022**

Technical Knowledge/Expertise

- Experience with SQL, Javascript, Python, Java, and C
- Data retrieval, organization, modeling, and analysis
- Microsoft SQL Server
- Web-based software development
- Technical Education and Training
- Workflow Mapping

Work Location

Remote

References	

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Name	Project Role
Michael Rutland, Senior Solution Strategist	R&D – Public Health/VRS

Experience Summary

Brings 11 years of experience with Netsmart, specializing in healthcare technology solutions. Five of those years have been dedicated to the development of Electronic Health Records (EHR) for Substance Abuse and Behavioral Health, ensuring compliance with industry standards and improving clinical workflows. Additionally, six years of expertise in Vital Records systems have contributed to a deep understanding of data integrity, regulatory requirements, and system optimization. This combination of experience reflects a strong ability to deliver innovative, reliable, and efficient solutions across multiple healthcare domains.

Skills and Responsibilities

- Lead Design and Development Discussions
- Process Improvement
- Billing/Revenue Cycle Management
- Solutions Implementations
- Adept at learning diverse business processes and technologies
- Strong presentation and customer service skills

Professional Experience

Netsmart	2019 – Present

Senior Solution Strategist
- Lead EMR design/conversion discussions as well as workflow processes.
- Create design specifications based upon client requirements.
- Primary client contact for all implementation troubleshooting and questions.
- Work with Consulting and Engineering teams to design and build the new NX product.
- Enhance current workflows to better fit into web-based design.

Netsmart	2018 - 2019

Lead Solution Architect VRS
- Lead EMR design/conversion discussions as well as workflow processes.
- Create design specifications based upon client requirements.
- Primary client contact for all implementation troubleshooting and questions.
- Work with other Solution Architects to designed and enhance current product

Netsmart	2013- 2018

Billing Solution Archictect & Delivery Consultant
- Lead EMR design/conversion discussions as well as workflow processes.
- Create design specifications based upon client requirements and help program the designs.
- Primary client contact for all implementation troubleshooting and questions.
- Develop and mento internal associates by helping them better understand billing processes and the procedures to drive them.
- Work with other Solution Architects to better the product and create new designs.
- Primary client contact for all implementation troubleshooting and questions.
- Create and implement design documents for client requirements
- Assist Solution Architects in client discussions
- Implement system design based upon requirements provided by Solution Architect

Education

West Virginia University	**2012**
Bachelor of Arts, Industrial Math and Statistics Bachelor of Arts, Computer Science	

Work Location

Corporate Headquarters
11100 Nall Ave, Overland Park, KS 66211

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Name	Project Role
Reece Berens, Senior Software Engineer	R&D – Public Health/VRS

Experience Summary

Responsible for leading the development of the VRS NX website and maintaining the legacy product, VRS BA. Collaborates with the product team to estimate development timelines for new features and bug fixes, troubleshoot issues with NX, and assist with configuration of new features.

Skills and Responsibilities

- Lead development of new features in VRS NX, including building user interfaces and necessary serve APIs to connect with the database.
- Create software to implement FHIR implementation guides and workflows relevant to vital records systems.
- Communicate with product team about upcoming features to be integrated into NX.
- Assist consultants with system and edit configuration.

Professional Experience

Netsmart	2020 - Present

Senior Software Engineer

- Design user interface for administrative tools in VRS NX to provide similar functionality to legacy systems.
- Build integration with OpenID providers (ex. Okta) into VRS NX.
- Create FHIR interface for Vital Records Death Reporting (VRDR) workflow to submit certified death records to NVSS.

Education

Kansas State University Bachelor of Science in Computer Science, Minor in Business	2020

Work Location

Corporate Headquarters
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Name	Project Role
Amalia-Marie Algarin	Soluton Architect

Experience Summary	
Decades of experience in software engineering, application development, and client consulting across healthcare, government, and nonprofit sectors. Proven success in leading complex projects involving front-end interface design and db management. Expert in managing high-volume workflow and maintaining high productivity in fast-paced environments. Dedicated to leveraging technical knowledge and leadership skills for project success.	

Skills and Responsibilities

- SSMS (SQL Server Management Studio), Postman (API Testing), SQL Data Compare (Data
- Synchronization), JavaScript (Front-end scripting), IIS (Web Server Management), Omnis Studio
- (Application Development), Active Reports (Report Generation), T-SQL (Database Programming),
- SSRS (SQL Server Reporting Services)

Professional Experience

Netsmart	2022 - Present

Remote Solution Architect
- Create front-end interface that align with defined project goals.
- Consultant for troubleshooting, upgrades, and system maintenance.
- Cultivate strong relationships to support successful delivery and issue resolution.

Remarkable Health (Acquired by Netsmart)	2019 - 2022

Remote Senior Software Engineer
- Collaborated with cross-functional development teams to improve core software, contributing to strategic enhancements.
- Developed intuitive front-end interfaces enhancing user experience and system functionality.
- Created stored procedures and optimized data retrieval and reporting efficiency.

ClaimTrak Systems Inc (Acquired by Remarkable Health)	2006 - 2018

Remote Application Developer/Programmer
- Lead and supervised billing dept. operations, delegating tasks to ensure efficient workflow and timely project delivery.
- Resolved technical issues through research and problem-solving, consistently closing 100+ work orders per month demonstrating strong time management and productivity in a fastpaced environment.
- Maintained consistent communication with clients to understand requirements, troubleshoot issues, and deliver tailored solutions.

Education

University of Phoenix Master of Information Systems/Management Minor in Business Admin/Tech Management	2007
DeVry University Bachelor of Science, Computer Information Systems	2003

Work Location

Remote

References	

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- **Ken Jones**
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Netsmart 2023-2024 Consolidated Financial Statements

NETSMART LLC AND SUBSIDIARIES

Consolidated Financial Statements

December 31, 2024 and 2023

(With Report of Independent Certified Public Accountants)

NETSMART LLC AND SUBSIDIARIES

Index to Consolidated Financial Statements

REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Board of Managers
Netsmart LLC

Opinion
We have audited the consolidated financial statements of Netsmart LLC (a Delaware limited liability company) and subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 31, 2024 and 2023, and the related consolidated statements of operations, member unit (deficit) equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for opinion
We conducted our audits of the consolidated financial statements in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of management for the financial statements
Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the consolidated financial statements are available to be issued.

Auditor's responsibilities for the audit of the financial statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Grant Thornton LLP

Kansas City, Missouri
February 21, 2025

NETSMART LLC AND SUBSIDIARIES

Consolidated Balance Sheets

December 31, 2024 and 2023

(In thousands)

Assets		2024	2023
Current assets:			
Cash	$	55,481	47,594
Restricted cash		201	201
Receivables, net of allowance for credit losses of $11,461 and $11,715		145,749	146,889
Prepaid expenses and other current assets		33,595	25,656
Total current assets		235,026	220,340
Noncurrent assets:			
Property and equipment, net		9,317	8,838
Right-of-use assets - operating leases		20,268	18,194
Goodwill		1,165,928	1,159,126
Intangible assets and capitalized software development costs, net		387,079	438,018
Other assets		21,487	12,504
Total noncurrent assets		1,604,079	1,636,680
Total assets	$	1,839,105	1,857,020

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NETSMART LLC AND SUBSIDIARIES

Consolidated Balance Sheets

December 31, 2024 and 2023

(In thousands)

Liabilities and Member Unit (Deficit) Equity		2024	2023
Current liabilities:			
Accounts payable	$	14,938	25,259
Accrued expenses and other current liabilities		25,247	33,786
Stock-based payment liability		15,000	15,000
Current maturities of long-term debt		—	9,364
Current operating lease liabilities		5,971	6,457
Deferred revenue		117,190	111,960
Total current liabilities		178,346	201,826
Noncurrent liabilities:			
Long-term debt, less current maturities		1,869,294	1,242,099
Long-term operating lease liabilities		16,342	15,308
Stock-based payment liability		101,817	183,747
Deferred revenue		3,573	3,686
Deferred income taxes		16,327	13,679
Other long-term liabilities		2,438	5,228
Total noncurrent liabilities		2,009,791	1,463,747
Total liabilities		2,188,137	1,665,573
Commitments and contingencies			
Member unit (deficit) equity:			
Class A preferred units		178,842	452,598
Class A common units		(530,555)	(265,959)
Class B non-voting common units		2,681	4,808
Total member unit (deficit) equity		(349,032)	191,447
Total liabilities and member unit (deficit) equity	$	1,839,105	1,857,020

See accompanying notes to consolidated financial statements.

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NETSMART LLC AND SUBSIDIARIES

Consolidated Statement of Operations

For the Years Ended December 31, 2024 and 2023

(In thousands)

		2024	2023
Revenue:			
Recurring software	$	477,732	438,433
Recurring services		123,574	117,893
Software licenses		3,610	3,309
Implementation services and other		77,218	68,981
Total revenue		682,134	628,616
Cost of revenue:			
Recurring software (exclusive of amortization of intangible assets)		137,024	131,707
Recurring services		85,217	83,990
Software licenses (exclusive of amortization of intangible assets)		894	721
Implementation services and other		46,887	42,936
Amortization of intangible assets		48,819	49,629
Total cost of revenue		318,841	308,983
Gross margin		363,293	319,633
Operating expenses:			
Software development		41,683	45,224
Selling and marketing		68,430	66,472
General and administrative		56,782	129,095
Amortization of intangible assets		43,996	44,740
Total operating expenses		210,891	285,531
Operating income		152,402	34,102
Interest expense		(147,432)	(110,430)
Loss on extinguishment of debt		(10,757)	—
Loss before income taxes		(5,787)	(76,328)
Income tax expense		(17,799)	(10,208)
Net loss	$	(23,586)	(86,536)

See accompanying notes to consolidated financial statements.

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NETSMART LLC AND SUBSIDIARIES

Consolidated Statement of Member Unit (Deficit) Equity

For the Years Ended December 31, 2024 and 2023

(In thousands)

	Class A Preferred Units		Class A Common Units		Class B Non-Voting Common Units		Total Member Unit (Deficit) Equity
	Units	Amount	Units	Amount	Units	Amount	Amount
Balance – January 1, 2023	363,625	$ 496,448	351,457	$ (223,577)	2,409	$ 4,057	$ 276,928
Net loss	—	(43,850)	—	(42,382)	—	(304)	(86,536)
Exercise of unit options	—	—	—	—	416	1,055	1,055
Balance – December 31, 2023	363,625	$ 452,598	351,457	$ (265,959)	2,825	$ 4,808	$ 191,447
Net loss	—	(11,946)	—	(11,547)	—	(93)	(23,586)
Dividends	—	(261,810)	—	(253,049)	—	(2,034)	(516,893)
Balance – December 31, 2024	363,625	$ 178,842	351,457	$ (530,555)	2,825	$ 2,681	$ (349,032)

See accompanying notes to consolidated financial statements.

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Consolidated Statement of Cash Flows

For the Years Ended December 31, 2024 and 2023

(In thousands)

		2024	2023
Cash flows from operating activities:			
Net loss	$	(23,586)	(86,536)
Adjustments to reconcile net loss to net cash provided by operating activities:			
Deferred income taxes		2,648	(7,764)
Depreciation and amortization		99,192	100,841
Provision for credit losses		10,057	7,568
Loss on asset disposal		61	13
Stock-based compensation		(5,774)	68,875
Amortization of deferred financing costs		3,577	3,365
Paid-in-kind interest		18,301	—
Loss (gain) on change in fair value of contingent earnout liability		(7,164)	509
Loss on extinguishment of debt		10,757	—
Changes in operating assets and liabilities, net of effects of business acquisitions:			
Receivables		(8,957)	(16,574)
Prepaid expenses and other assets		(9,946)	(5,327)
Deferred revenue		5,060	17,554
Accounts payable		(10,378)	3,653
Operating leases		(1,526)	1,323
Stock-based payment liability		(76,155)	(3,299)
Accrued expenses and other liabilities		(4,033)	(415)
Net cash provided by operating activities		2,134	83,786
Cash flows from investing activities:			
Payments for business acquisitions, net of cash acquired		(10,365)	(129,452)
Purchases of license technology		(2,322)	(4,819)
Capitalized software development costs		(36,362)	(35,675)
Purchases of property and equipment		(5,299)	(3,526)
Investments in businesses		(1,250)	—
Net cash used in investing activities		(55,598)	(173,472)
Cash flows from financing activities:			
Dividends paid		(516,893)	—
Proceeds from exercise of unit options		—	558
Payments of deferred/contingent acquisition consideration		(2,393)	(20,299)
Proceeds from borrowings on revolver		—	14,000
Repayment of borrowings on revolver		—	(16,000)
Repayment of finance leases		(629)	(941)
Repayment of notes payable		—	(97)
Proceeds from debt issuance		1,870,000	170,000
Debt issuance costs paid		(24,162)	(2,368)
Repayment of debt		(1,264,572)	(12,003)
Net cash provided by financing activities		61,351	132,850
Net increase in cash and restricted cash		7,887	43,164
Cash and restricted cash – beginning of period		47,795	4,631
Cash and restricted cash – end of period	$	55,682	47,795
Cash	$	55,481	47,594
Restricted cash		201	201
Total cash and restricted cash	$	55,682	47,795

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NETSMART LLC AND SUBSIDIARIES

Consolidated Statement of Cash Flows

For the Years Ended December 31, 2024 and 2023

(In thousands)

	2024	2023
Supplemental disclosures of cash flow information:		
Cash paid for:		
Taxes, net of refunds	$ 13,951	22,222
Interest	126,774	108,487
Noncash investing and financing activities:		
Acquisition of property and equipment under accounts payable, accrued expenses and other liabilities	249	14

See accompanying notes to consolidated financial statements.

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NETSMART LLC AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2024 and 2023

(dollars and units in thousands)

(1)   Description of the Business

Netsmart LLC (the "Company") was organized as a Delaware limited liability corporation on March 17, 2016 and operates in the healthcare information technology field, primarily throughout the United States, with its headquarters in Overland Park, Kansas. Through its wholly owned subsidiary, Netsmart Technologies, Inc., the Company provides software and technology solutions through the design, development, installation, hosting and support of health care information technology, hardware and content solutions for the community care market. The community care market is comprised of two primary vertical markets: human services and post-acute care. The human services market includes behavioral health, addiction treatment, autism, intellectual and developmental disability services, child and family services and public health. The post-acute market includes homecare and hospice, palliative care, private duty, skilled nursing, geriatrics, outpatient therapies and wellness, assisted and independent living and life-plan community (Continuing Care Retirement Communities). The Company provides a wide range of additional value-added services as part of its CareFabric platform, including implementation and training, remote hosting, revenue cycle management, management information technology and application services, and healthcare consulting services.

(2)   Summary of Significant Accounting Policies

(a)   Basis of Presentation and Principles of Consolidation

The consolidated financial statements have been prepared in accordance with generally accepted accounting principles in the United States of America ("GAAP") set by the Financial Accounting Standards Board ("FASB"). References to GAAP issued by the FASB in these notes are to the FASB Accounting Standards Codification ("FASB ASC"). Because the Company has no items of other comprehensive income or loss, its net loss is identical to its comprehensive loss. The consolidated financial statements include the accounts of Netsmart LLC and its wholly owned subsidiaries. All intercompany balances and transactions have been eliminated in consolidation.

(b)   Cash and Restricted Cash

The Company considers all highly liquid instruments purchased with a maturity of three months or less to be cash equivalents. The Company had restricted cash of $201 as of December 31, 2024 and 2023, which is comprised primarily of acquisition escrow funds.

(c)   Revenue Recognition

The Company recognizes revenue in accordance with FASB ASC Topic 606, *Revenue from Contracts with Customers* ("ASC 606"). The provisions of ASC 606 require that an entity recognizes revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services,

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NETSMART LLC AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2024 and 2023

(dollars and units in thousands)

utilizing a five-step model. The guidance also specifies the accounting for certain costs to obtain or fulfill a contract with a customer. See Note 3, "Revenue from Contracts with Customers."

(d)   Accounts Receivable and Allowance

Accounts receivable represents amounts that have been billed to clients as well as unbilled receivables of $45,528 and $41,285 as of December 31, 2024 and 2023, respectively, which represents amounts for which revenue has been recognized but the Company is not yet contractually able to invoice the client. Substantially all receivables are derived from sales and related support and maintenance and consulting services of solutions provided to healthcare related organizations located primarily in the United States. An allowance for credit losses is recorded to provide for estimated losses resulting from uncollectible accounts and is based principally on specifically identified amounts where collection is deemed doubtful. Additional non-specific allowances are recorded based on historical experience and management's assessment of a variety of factors related to the general financial condition of its clients, the industry in which it operates, and general economic conditions. Account balances are charged off against the allowance after all means of collection have been exhausted and the potential for recovery is considered remote.

The activity in the Company's allowance account is as follows:

		2024	2023
Beginning balance	$	11,715	12,091
Addition to expense		10,057	7,568
Write-offs		(10,311)	(7,944)
Ending balance	$	11,461	11,715

(e)   Deferred Revenue

Deferred revenue consists of billings or payments received in advance of revenue recognition from the Company's revenue arrangements. The Company generally invoices its customers in annual, quarterly or monthly installments. Deferred revenue that will be recognized during the succeeding 12 months is recorded as current deferred revenue, and the remaining portion is recorded as noncurrent.

(f)   Cost of Revenue

Cost of recurring software is comprised primarily of personnel-related costs, including both salary and indirect costs associated with the Company's support and cloud operations teams, as well as cloud infrastructure costs and third-party royalties for embedded software and content.

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Cost of recurring services is comprised primarily of direct personnel-related costs, including both salary and indirect costs, associated with the revenue cycle management services and managed services teams.

Cost of software licenses is comprised primarily of third-party products embedded with or sold alongside the Company's software.

Cost of implementation services and other revenue is comprised primarily of personnel-related costs, including both salary and indirect costs associated with the consulting and engineering teams.

Amortization of intangible assets includes the amortization expenses related to the Company's capitalized software development costs and acquired license technology.

(g) *Operating Expenses*

Software development expenses represent the cost of the Company's research and development organization, including related compensation and benefits, facilities allocation and other direct expenses, as well as fees paid to consultants and outside service providers. These expenses include costs related to the planning, development and testing of the Company's underlying software products, and costs to maintain and upgrade its software products. Software development costs are expensed as incurred, net of amounts which qualify for capitalization.

Sales and marketing expenses include the cost of the Company's sales and marketing organization, including related compensation and benefits, commissions, travel, marketing programs, advertising and user conferences and allocation of facility expenses related to the sales and marketing organization.

General and administrative expenses include the cost of corporate services, such as administration, human resources, corporate information technology support, legal, finance, accounting and other corporate services not directly involved in the sales, marketing and delivery of the Company's solutions. These costs include compensation and benefits, travel and other administrative and general expenses, including depreciation and amortization of equipment and leasehold improvements.

Amortization of intangible assets includes the amortization expenses related to the Company's client relationships and trademarks acquired through acquisitions.

(h) *Fair Value Measurement*

The Company determines fair value measurements used in the consolidated financial statements in accordance with FASB ASC 820, *Fair Value Measurements and Disclosure*, which defines fair value, establishes a framework for measuring fair value and expands disclosures about fair value

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measurements. Various inputs are used in determining the fair value of the Company's assets and liabilities. These inputs are summarized in the three broad levels listed below:

Level 1 – Valuations based on quoted prices in active markets for identical assets or liabilities that the entity has the ability to access.

Level 2 – Valuations based on quoted prices for similar assets or liabilities, quoted prices in markets that are not active, or other inputs that are observable or can be corroborated by observable data for substantially the full term of the assets or liabilities.

Level 3 – Valuations based on inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities.

(i)   *Long-Lived Assets & Goodwill*

Long-lived assets, which include property and equipment and intangible assets subject to amortization, are reviewed for impairment whenever events or changes in circumstances indicate that the carrying amount of an asset may not be recoverable. If circumstances require a long-lived asset or asset group be tested for possible impairment, the Company first compares undiscounted cash flows expected to be generated by that asset or asset group to its carrying value. If the carrying value of the long-lived asset or asset group is not recoverable on an undiscounted cash flow basis, impairment is recognized to the extent that the carrying value exceeds its fair value. Fair value is determined through various valuation techniques including discounted cash flow models, quoted market values, and third-party independent appraisals, as considered necessary. There were no long-lived asset impairment losses recorded during the years ended December 31, 2024 and 2023.

Property and equipment: Property and equipment are stated at cost less accumulated depreciation and amortization. Depreciation on property and equipment is calculated on the straight-line method over the estimated useful lives of the assets. The estimated useful lives of equipment, furniture, and fixtures is three to seven years. Leasehold improvements are amortized on a straight-line method over the shorter of the lease term or estimated useful life of the asset.

Licensed technology: Licensed technology includes the cost of software technology acquired in either a business combination or asset acquisition, as well as the cost of software purchased from third parties. Amortization of licensed technology is recorded at the greater of the straight-line basis over the product's life or the ratio of current revenue of the related products to total current and anticipated future revenue of these products, when applicable. Licensed technology costs are reported at the lower of unamortized cost or net realizable value. Net realizable value is generally computed as the estimated gross future revenues from each purchased software solution less the amount of estimated future costs of completing and disposing of that product. Because the development of projected net future revenues and related costs used in the Company's net realizable value computation is based on

estimates, a significant reduction in its projected future revenues could impact the recovery of its licensed technology costs or the amount of periodic amortization.

Capitalized software development costs: The Company's software solutions are generally offered to clients under a software as a service ("SaaS") delivery model. Software development costs for SaaS products are accounted for in accordance with FASB ASC 350-40, *Internal-Use Software* ("ASC 350-40").

Under ASC 350-40, software development costs related to preliminary project activities and post-implementation and maintenance activities are expensed as incurred. The Company capitalizes direct costs related to application development activities that are probable to result in additional functionality. Capitalized costs are amortized based on current and expected future revenue for each software solution with minimum annual amortization equal to the straight-line amortization over the estimated economic life of the solution, which for the Company is five years. The Company tests for impairment whenever events or changes in circumstances that could impact recoverability occur.

Other intangible assets: Other intangible assets include acquired corporate trademarks, product trademarks and customer relationships. Corporate trademarks have an indefinite life and are not subject to amortization but rather tested for impairment annually on October 1. Additional impairment tests are performed when triggering events occur. Based on qualitative analyses performed in 2024 and 2023, there was no impairment of the corporate trademarks. The Company amortizes all other identified intangible assets over their remaining economic lives based on the greater of straight-line or excess earnings. The recoverability of the carrying values of all intangible assets with finite lives is reevaluated when events or changes in circumstances indicate an asset's value may be impaired.

Goodwill: Goodwill represents the excess of the amount paid for acquisitions over the fair value of the net identifiable assets acquired. To comply with FASB ASC 350, *Intangibles - Goodwill and Other* ("ASC 350"), the Company performs an impairment test for goodwill annually, or more frequently in the event that a triggering event has occurred. October 1 is the Company's annual testing date.

In accordance with ASC 350, a company may elect to perform a qualitative assessment to determine whether the quantitative impairment test is required. If the company elects to perform a qualitative assessment, the quantitative impairment test is required only if the conclusion is that it is more likely than not that the reporting unit's fair value is less than its carrying amount. If a company bypasses the qualitative assessment, the quantitative goodwill impairment test should be followed.

For 2024 and 2023 impairment testing, the Company opted to perform a qualitative impairment assessment of goodwill. Under the qualitative assessment, the Company evaluated various qualitative factors to determine whether it is more likely than not (a likelihood of more than 50%) that the fair value of a reporting unit is less than its carrying value (including goodwill). Such factors considered include relevant macroeconomic conditions, industry and market considerations, overall financial

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performance, other relevant Company specific events, and events affecting the reporting unit, among others. Through the qualitative assessment performed, the Company determined it was not more likely than not that the fair value of either reporting unit was less than its carrying amount, and therefore, there was no impairment of goodwill in 2024 or 2023.

(j)   Income Taxes

Income taxes are accounted for under the asset and liability method in accordance with FASB ASC 740, *Income Taxes*. Deferred tax assets and liabilities are recognized for the future tax consequences attributable to differences between the financial statement carrying amounts of existing assets and liabilities and their respective tax basis and operating loss and tax credit carry forwards. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in tax rates is recognized in income in the period that includes the enactment date. The Company recognizes the effect of income tax positions only if those positions are more likely than not of being sustained. Recognized income tax positions are measured at the largest amount that is greater than a 50% likelihood of being realized. Changes in recognition or measurement are reflected in the period in which the change in judgment occurs.

The Company makes a number of assumptions and estimates in determining the appropriate amount of expense to record for income taxes. These assumptions and estimates consider the taxing jurisdictions in which the Company operates as well as current tax regulations. Accruals are established for estimates of tax effects for certain transactions, business structures and future projected profitability of the Company's businesses based on its interpretation of existing facts and circumstances.

(k)   Stock-Based Compensation

The Company accounts for its stock-based compensation in accordance with FASB ASC 718, *Compensation - Stock Compensation*. The Company's stock-based options are liability-classified due to the option to call and cash settle the awards post conversion, as well as the Company's intention to exercise such option. The vested awards are remeasured each reporting period to their then current fair value, with each change being reported through earnings until settlement. Compensation expense related to stock-based options is recognized ratably over the requisite service period for time-based awards and presented in the consolidated statement of operations where the award holders' other compensation expense is recorded.

The Company estimates fair value using option pricing models which are considered a Level 2 Fair Value Measurement. See Note 11, "Stock-Based Compensation."

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(l)   ***Commitments and Contingencies***

Liabilities for loss contingencies arising from claims, assessments, litigation, fines, penalties and other sources are recorded when it is probable that a liability has been incurred and the amount can be reasonably estimated. Legal costs incurred in connection with loss contingencies are expensed as incurred.

(m)   ***Use of Estimates***

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reporting period. Significant estimates include management's judgments associated with: allowance for credit losses; allocations of contractual consideration amongst performance obligations in revenue arrangements based on estimated stand-alone selling price; net realizable value analysis of capitalized software development costs; the realizability of deferred tax assets; measurements of the fair value of assets acquired and liabilities assumed in business combinations, including contingent consideration; the recoverability of goodwill, long-lived and other intangible assets; estimated useful lives of fixed assets, trademarks, acquired technology, developed technology and customer relationship intangibles; fair-value of stock-based compensation and other equity instruments; and other contingencies. Actual results could differ from those estimates.

(n)   ***Recent Accounting Pronouncements***

In December 2023, the FASB issued ASU 2023-09, *Income Taxes (Topic 740): Improvements to Income Tax Disclosures* ("ASU 2023-09"). The standard requires disaggregated information about a company's effective tax rate reconciliation as well as information on income taxes paid. The guidance is effective for fiscal years beginning after December 15, 2025 for private companies, with early adoption permitted. The Company is currently evaluating the effect of ASU 2023-09.

(o)   ***Reclassifications***

Certain amounts for the period of December 31, 2023 have been reclassified to be consistent with the current year financial statement presentation.

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(3)   Revenue from Contracts with Customers

Revenue is recognized in accordance with the five-step method outlined in ASC 606, as follows:

(1) identify the contract;

(2) identify the performance obligations;

(3) determine the transaction price;

(4) allocate the transaction price to performance obligations; and

(5) recognize revenue as each performance obligation is satisfied.

The Company has a practice of utilizing dually signed contracts and signed proposals to evidence the existence of a contract. The Company also makes an assessment as to whether the client has the intent and the ability to pay all amounts due under the contract. When both criteria are met, the Company considers there to be a contract within the scope of ASC 606.

The consolidated statement of operations reflects the type and nature of revenue at a level sufficient to depict how the nature, amount, timing and uncertainty of its revenue and cash flows are affected by economic factors, and accordingly, no further disaggregation is required. Revenue is presented within the consolidated statement of operations in four categories:

- Recurring software—Recurring software revenue represents revenue recognized over time from stand-ready obligations to provide maintenance and support services, hosting or software as a service under renewable or evergreen contracts.

- Recurring services—Recurring services revenue represents revenue recognized over time from outsourced services under renewable or evergreen contracts.

- Software licenses—License revenue represents revenue from sales of perpetual or term licenses that are either non-renewable or satisfied at a point in time.

- Implementation services and other—Implementation and other revenue represents revenue from fixed-scope or non-renewable implementations and advisory services and net revenue from hardware resale.

Performance Obligations

Generally, the Company sells its solutions through multi-element arrangements where they provide the customer with (i) software as a service, (ii) embedded content such as third party-software and subscriptions, (iii) implementation services. In addition, the Company provides ongoing hosting services and support and maintenance services to customers under legacy contracts in renewal terms. The intellectual property rights,

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NETSMART LLC AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2024 and 2023

(dollars and units in thousands)

support and maintenance, and hosting are typically bundled in a single recurring fee as one performance obligation. The Company deems that a customer is typically able to benefit from a product or service on its own or together with readily available resources when it sells such product or service on a standalone basis, which is a matter of judgment. The Company has historically sold the majority of its products and services identified as performance obligations on a standalone basis. Recurring software services, including hosting, support and maintenance, subscriptions, and embedded content are often sold on a stand-alone basis through the renewal process. The Company evaluates, on a contract-by-contract basis, whether two products or services should be considered inputs to a single output and should therefore be combined as a single performance obligation.

Additionally, recurring software obligations include multiple discrete performance obligations, including access to the software, unspecified product upgrades or enhancements, and technical support, which can be offered at various points during a contract period, on a when-and-if-available basis. The Company believes that the multiple discrete performance obligations within its recurring software obligations can be viewed as a single performance obligation since all activities to fulfill the performance obligation and are rendered concurrently.

The breakdown of revenue recognized based on the origination of performance obligations and elected accounting expedients is presented in the table below for the years ended December 31, 2024 and 2023:

		2024	**2023**
Revenue related to deferred revenue balance at beginning of period	$	103,338	89,922
Revenue related to new performance obligations satisfied during the period		470,627	444,336
Revenue recognized under "right-to-invoice" expedient		107,806	94,108
Reimbursed travel expenses and shipping		363	250
Total revenues	$	682,134	628,616

The aggregate amount of contract transaction price related to remaining unsatisfied or partially unsatisfied performance obligations represents contracted revenue that has not yet been recognized and includes both deferred revenue and amounts that will be invoiced and recognized as revenue in future periods. As of December 31, 2024, unsatisfied performance obligations, which excludes upcoming renewals, equaled $669,816, of which the Company expects to recognize approximately 65% over the next 12 months, 27% in 2026 and 2027, 7% in 2028 and 2029, and 1% thereafter.

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NETSMART LLC AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2024 and 2023

(dollars and units in thousands)

Transaction Price and Allocation

The Company's contracts typically contain fixed payment terms, which collectively make up the total transaction price for the committed contractual term. The Company adjusts the transaction price on a contract-by-contract basis for (i) the effect of the time value of money when a contract has a significant financing component and/or (ii) customer discounts and incentives deemed to be variable consideration, which is a matter of judgment. The Company then allocates the contract transaction price to the distinct performance obligations in the contract based upon the estimated stand-alone selling price ("SSP") of each distinct performance obligation, which is a matter of judgment. Certain of the Company's arrangements contain variable consideration. Historically, amounts which the Company would estimate as variable consideration have not been significant to the determination of revenue recognition, particularly when included in bundled arrangements with multiple performance obligations. In instances where a contract contains variable consideration, management maximizes the use of observable inputs where available in estimating the total contract price, such as stand-alone sales of similar products. In some instances, management can demonstrate that the variability in total contract price can be allocated to some, but not all, performance obligations by virtue of assessing stand-alone selling price for each performance obligation. Any amounts that could result in a material reversal of revenue in the future would be constrained and excluded from the total contract price. The transaction price is allocated to each distinct performance obligation on a relative SSP basis using established SSP ranges.

For each distinct performance obligation, the Company first uses observable stand-alone pricing to determine the SSP. Such observable SSPs are based upon the selling price when each product is sold on its own. In instances where SSP is not directly observable because the Company does not sell the product or service separately, management determines the SSP through the residual approach or cost-plus margin models using information that includes market conditions and other observable inputs. Such instances primarily relate to sales of new products and service offerings and its suite of software licenses. The Company's suite of software licenses is sold to a diverse set of customers for a broad range of amounts and, therefore, SSP is not discernible from past transactions due to the high variability of selling prices.

The majority of the Company's contracts contain provisions that require customer payment no later than one year from the transfer of control of the related performance obligation. The Company evaluates whether its contracts contain a significant financing component resulting in a time value of money adjustment for a contract as a whole when, in aggregate, the payment terms create a significant disconnect between the timing of satisfaction of its performance obligations and when payments are due. Historically, and in the years ended December 31, 2024 and 2023, financing components of this nature have not been significant.

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NETSMART LLC AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2024 and 2023

(dollars and units in thousands)

Revenue Recognition

The Company recognizes revenue as each identified performance obligation is satisfied. The majority of the Company's revenue is recognized over time because a customer continuously and simultaneously receives and consumes the benefits of its performance. The following table summarizes the pattern of revenue recognition for the Company's most significant performance obligations:

Performance Obligation	Financial Statement Caption	Revenue Recognition Pattern	Measure of Progress
SaaS and subscriptions	Recurring software	Over time	Generally output method (time elapsed) - revenue is recognized ratably over the service term; or based on consumption
Support and maintenance	Recurring software	Over time	Output method (time elapsed) - revenue is recognized ratably over the service term
Hosting services	Recurring software	Over time	Output method (time elapsed) - revenue is recognized ratably over the service term
Outsourcing services	Recurring services	Over time	Output method (time elapsed) - revenue is recognized ratably over the contract term or as invoiced for certain services
Software licenses	Software licenses	Point in time	Generally upon delivery
Implementation services	Implementation services and other	Over time	Input method (cost to cost) - revenue is recognized proportionally over the service implementation based on hours
Hardware	Implementation services and other	Point in time	Based on contract terms, generally upon shipment

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When evaluating its maintenance, hosting, and SaaS obligations, the Company noted that each obligation represents a series of distinct performance obligations, with each obligation being identical. As such, the obligations have been deemed to be satisfied evenly over time. Client services, such as those relating to implementation, consulting, training or education, are generally not fulfilled evenly over the contract period but rather over a shorter timeline where work effort can rise or decline based upon stages of the project work effort. These client services are typically quoted to a customer as a fixed fee amount that covers the implementation effort. Delivery progress for these services is measured by establishing an approved cost budget with labor hour inputs utilized to gauge percentage of completion of the work effort. Therefore, revenue for implementation services is recognized proportionally with the progress of the implementation work effort, except for certain implementation services related to new client sales of certain of the Company's subscriptions. The effort related to these subscription solutions is considered an input to a single output such that the services cannot be separated from the ongoing access to the subscription. As a result, these services are recognized as part of a combined performance obligation ratably over the contractual term of the related subscription.

Accounting Policy Elections and Practical Expedients

The Company has elected to exclude from the measurement of the transaction price all taxes (e.g., sales, use, value-added) assessed by government authorities and collected from a customer. Therefore, revenue is recognized net of such taxes.

Within the normal course of business, the Company contracts as agent with customers for delivery and shipment of tangible products, such as computer hardware. In these situations, the control of the products transfers to the customer when the product reaches the shipper based on free on board shipping clauses. The Company has elected to use the practical expedient allowed under ASC 606 to account for shipping and handling activities that occur after the customer has obtained control of a promised good as fulfillment costs rather than as an additional promised service; and therefore, the Company does not allocate a portion of the transaction price to a shipping service obligation. Instead, the Company records as revenue any amounts billed to customers for shipping and handling costs and record as cost of revenue the actual shipping costs incurred.

In accordance with ASC 606, if an entity has a right to consideration from a customer in an amount that corresponds directly with the value to the customer of the entity's performance completed to date, the entity may recognize revenue in the amount to which the entity has a right to invoice ("right-to-invoice" practical expedient). The Company has elected to utilize this expedient as it relates to certain usage-based subscriptions, such as several electronic communication services, as well as certain outsourced services, including revenue cycle management gain share arrangements and chart review services.

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NETSMART LLC AND SUBSIDIARIES

Notes to Consolidated Financial Statements

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(dollars and units in thousands)

Contract Balances

The timing of revenue recognition, billings and cash collections results in billed and unbilled accounts receivables, contract assets and customer advances and deposits. The related assets and liabilities included in the consolidated financial statements are as follows:

	December 31, 2024	December 31, 2023	January 1, 2023
Accounts receivable, net	$ 145,749	146,889	134,794
Deferred revenue, short-term	117,190	111,960	92,582
Deferred revenue, long-term	3,573	3,686	3,642

Accounts receivable, net includes both billed and unbilled amounts where the right to receive payment is unconditional and only subject to the passage of time. Contract assets of $13,794, $10,847 and $7,189 are included in receivables, net of allowance for credit losses, as of December 31, 2024 and 2023, and January 1, 2023, respectively. These amounts represent contracts for which revenue recognized exceeds the amount billed to the customer and the right to payment is not solely subject to the passage of time. Deferred revenue includes advanced payments and billings in excess of revenue recognized. The increase in both deferred revenue and contract assets was primarily driven by timing of collections for annual renewal invoices collected in advance of the end of the reporting period, as well as timing of revenue recognition relative to billing for certain large projects in our public sector customer base. The Company's contract assets and deferred revenue are reported in a net position on an individual customer basis at the end of each reporting period. Contract assets are classified as current or long-term based on the expected timing to complete the related performance obligations and bill the customer. Deferred revenue is classified as current or long-term based on the expected timing for revenue recognition.

Costs to Obtain or Fulfill a Contract

ASC 606 requires the capitalization of incremental costs of obtaining a contract with a customer that an entity expects to recover. The Company capitalizes costs associated with sales commissions, indirect commissions under incentive compensation arrangements tied directly to the annualized contract amount for new sales, and contract fulfillment costs.

Capitalized costs to obtain or fulfill a contract are amortized ratably over periods ranging from one month to five years, which represent the initial contract term, or a longer period if renewals are expected and the renewal commission, if any, is not commensurate with the initial commission. Capitalized costs of $22,181 and $20,002 are included in prepaid expenses and other current assets and other assets in the consolidated balance sheets as of December 31, 2024 and 2023, respectively.

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NETSMART LLC AND SUBSIDIARIES

Notes to Consolidated Financial Statements

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(dollars and units in thousands)

The following represents amounts amortized to expense related to such capitalized costs for the years ended December 31, 2024 and 2023:

	2024	2023
Cost of recurring software	$ —	2
Cost of implementation services and other	1,485	1,494
Selling and marketing expenses	7,922	6,935
General and administrative expenses	3,869	3,441
Total expense	$ 13,276	11,872

(4) Significant Risks and Uncertainties Including Business and Credit Concentrations

Substantially all the Company's customers are integrated delivery networks, physicians, hospitals, and other healthcare related organizations, many of which are operated by various state and local government entities. If significant adverse macroeconomic factors were to impact these organizations, it could adversely affect the Company. No individual client accounted for greater than 10% of the Company's consolidated revenue during the years ended December 31, 2024 and 2023.

The Company's cash deposits and restricted cash are held at multiple financial institutions. At times, its cash and restricted cash may be uninsured or in deposit accounts that exceed the Federal Deposit Insurance Corporation insurance limit. The Company has not experienced any losses in such accounts. The Company believes it is not exposed to any significant credit risk on cash and cash equivalents. Concentration of credit risk, with respect to cash and cash equivalents, is limited because the Company places its cash and cash equivalents in highly rated institutions.

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NETSMART LLC AND SUBSIDIARIES

Notes to Consolidated Financial Statements

December 31, 2024 and 2023

(dollars and units in thousands)

(5)   Other Intangible Assets, Goodwill and Business Combinations

(a)   Other Intangible Assets and Capitalized Software Development Costs

A summary of the carrying amounts of finite-lived and indefinite-lived other intangible assets and capitalized software development costs is as follows:

		December 31, 2024		
	Estimated useful life	Gross carrying amount	Accumulated amortization	Net carrying amount
Capitalized software development costs	5 years	$ 270,212	(167,400)	102,812
Customer relationships	5 - 20 years	515,055	(282,362)	232,693
Product trademarks	1 - 10 years	15,910	(12,696)	3,214
License technology	2 - 12 years	230,428	(209,118)	21,310
Finite-lived intangible assets		$ 1,031,605	(671,576)	360,029
Corporate trademarks	Indefinite	$ 27,050	—	27,050
Total intangible assets		$ 1,058,655	(671,576)	387,079

		December 31, 2023		
	Estimated useful life	Gross carrying amount	Accumulated amortization	Net carrying amount
Capitalized software development costs	5 years	$ 234,074	(134,569)	99,505
Customer relationships	5 - 20 years	512,605	(240,499)	272,106
Product trademarks	1 - 10 years	15,845	(11,094)	4,751
License technology	2 - 12 years	227,205	(192,599)	34,606
Finite-lived intangible assets		$ 989,729	(578,761)	410,968
Corporate trademarks	Indefinite	$ 27,050	—	27,050
Total intangible assets		$ 1,016,779	(578,761)	438,018

Aggregate amortization expense for amortizable intangible assets was $92,815 and $94,369 for the years ended December 31, 2024 and 2023, respectively, which includes $32,831 and $30,183 for amortization of capitalized software costs, respectively. Estimated amortization expense for the next

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NETSMART LLC AND SUBSIDIARIES

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five years and beyond as of December 31, 2024 is $82,237 in 2025, $64,721 in 2026, $50,678 in 2027, $37,388 in 2028, $25,807 in 2029 and $99,198 in 2030 and beyond.

(b)   Goodwill

The carrying amount of goodwill was $1,165,928 and $1,159,126 as of December 31, 2024 and 2023, respectively. The following represents the changes to the carrying amount of goodwill during the period:

	2024
Beginning of the period	$ 1,159,126
Health Planning & Development, LLC acquisition	6,830
Netalytics Acquisition Holdings, LLC acquisition	(28)
End of the period	$ 1,165,928

(c)   Acquisitions

Health Planning & Development, LLC

On September 1, 2024, the Company acquired 100% ownership interest of Health Planning & Development, LLC (d/b/a HealthPivots) ("HealthPivots"), a market intelligence company for the post-acute care continuum. The combination of the Netsmart CareFabric with the HealthPivots DataLab will lead to consolidated, robust data and advanced analytics, providing an industry-leading platform that will help enhance post-acute care providers transition to value-based care. These factors, when combined with expected synergies and growth opportunities, are the basis for the acquisition and resulting goodwill recorded.

Total estimated consideration of $10,418 for the acquisition includes certain holdback adjustments, as well as $479 related to the acquisition-date fair value of a contingent payment arrangement of up to $1,000 that may be released to the sellers based on the achievement of certain 2026 revenue thresholds. The estimation of the fair value of the contingent consideration includes a number of assumptions, including qualifying revenue, revenue volatility and the discount rate.

For tax purposes, the transaction was treated as an asset acquisition and its goodwill is deductible.

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Netalytics Acquisition Holdings, LLC

On October 2, 2023, the Company acquired 100% ownership interest of Netalytics Acquisition Holdings, LLC and its subsidiaries Netalytics, LLC and SMART Management, LLC (collectively "Netalytics"), an addiction treatment software and practice management company, dedicated to developing technology for substance use disorder ("SUD"). Netalytics will further extend the Company's CareFabric platform by enabling interoperable data sharing between opioid treatment program facilities and the providers that treat and coordinate other types of care for individuals with SUD. These factors, when combined with expected synergies and growth opportunities, are the basis for the acquisition and resulting goodwill recorded.

Total consideration of $142,746 for the acquisition includes $7,522 related to the acquisition-date fair value of a contingent payment arrangement of up to $10,000 that may be released to the sellers based on the achievement of certain 2023 through 2025 revenue thresholds. The estimation of the fair value of the contingent consideration includes a number of assumptions, including qualifying revenue, revenue volatility and the discount rate. The contingent consideration was revalued at $2,295 as of December 31, 2024, with the change in value of $5,878 included as a gain in general and administrative operating expense in the consolidated statement of operations for the year ended December 31, 2024.

For tax purposes, the transaction was treated as an asset acquisition and its goodwill is deductible.

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Consideration Transferred and Purchase Price Allocations

Each of the acquisitions noted above has been treated as a business combination in accordance with FASB ASC 805, *Business Combinations*, which requires an allocation of the purchase price to the estimated fair values of the assets acquired and liabilities assumed in the transaction.

The following table represents the consideration transferred and the allocation of purchase price to the estimated fair values of the assets acquired and liabilities assumed at the acquisition date for business combinations that occurred during the years ended December 31, 2024 and 2023:

	2024	2023
	HealthPivots	**Netalytics**
Cash	$ 52	6,113
Trade receivables	185	2,767
Other current assets	31	403
Goodwill	6,830	81,231
Intangible assets		
Customer relationships	2,450	51,250
License technology	900	4,150
Trademarks / tradenames	65	310
Accounts payable and other current liabilities	(39)	(1,610)
Deferred revenue, current	(56)	(1,756)
Other noncurrent liabilities	—	(112)
Total consideration	10,418	142,746
Less cash acquired	(52)	(6,113)
Less estimated earnout consideration	(479)	(7,522)
Less purchase price holdback amount	(1,024)	—
Total cash paid	$ 8,863	129,111
Acquisition-related costs (included in general and administrative expense in the consolidated statement of operations)	$ 131	658

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The Company paid a total of $4,274 in contingent consideration during the year ended December 31, 2024 related to the 2022 acquisition of Gaffey & Associates, Inc. and HealthTech Solutions Group, LLC and 2021 acquisition of Remarkable Health, LLC. Approximately $2,393 of the total payments were related to the amounts included in consideration at the time of purchase. For the year ended December 31, 2024, the combined change in value for these payments of $1,286 was included as a gain in general and administrative operating expense in the consolidated statement of operations. Additionally, during the year ended December 31, 2023, the Company paid approximately $20,299 in deferred/contingent consideration related to the prior acquisitions of Geriatric Practice Management Corp., Remarkable Health, LLC, Z-Core Analytics LLC and Hands On Technology, Inc.

The fair value measurements of tangible and intangible assets and liabilities, including contingent consideration liabilities, for each business combination were based on significant inputs and assumptions, some of which represent unobservable Level 3 inputs in the fair value measurement hierarchy.

Customer relationship intangible assets acquired were valued using the multi-period excess earnings method, a form of the income approach, in which the value is derived by estimation of the after-tax cash flows specifically attributable to each intangible asset. The analyses included assumptions for projections of revenues and expenses, customer attrition rates, contributory asset charges and discount rates, among others. The weighted average amortization period for customer relationships acquired ranged from 11 to 18 years. The existing license technology intangible assets and product trademark intangible assets acquired were valued using the relief from royalty method, a form of the income approach, in which the value is derived by estimation of the after-tax royalty savings attributable to owning the assets. Assumptions in these analyses included projections of revenues, royalty rates representing costs avoided due to ownership of the assets, discount rates, and a tax amortization benefit. The weighted average amortization period for license technology and product trademark intangible assets acquired ranged from three to five years.

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(6) Property and Equipment

A summary of property, equipment and leasehold improvements stated at cost, less accumulated depreciation and amortization, is as follows:

	December 31,	
	2024	**2023**
Equipment, furniture, and fixtures	$ 60,383	65,481
Leasehold improvements	6,951	8,973
Total	67,334	74,454
Less accumulated depreciation and amortization	(58,017)	(65,616)
Property and equipment, net	$ 9,317	8,838

Depreciation and amortization expense, including amortization on assets acquired under finance leases, amounted to $6,377 and $6,472 for the years ended December 31, 2024 and 2023, respectively.

(7) Leases

The Company accounts for its leases under FASB ASC 842, Leases. Right-of-use assets represent the Company's right to use an underlying asset for the lease term and lease liabilities represent the obligation to make lease payments arising from the lease. Operating lease right-of-use assets and liabilities are recognized based on the present value of lease payments over the expected lease term. As the Company's leases generally do not provide an implicit rate, the Company uses its incremental borrowing rate to discount the future lease payments. The incremental borrowing rate is an estimate of the rate of interest that the Company would pay to borrow on a collateralized basis over similar terms based on available information at lease commencement.

The Company determines whether an arrangement is a lease at inception. Assets leased under an operating lease arrangement are recorded in right-of-use assets – operating leases, and the associated lease liabilities are included in current operating lease liabilities and long-term operating lease liabilities within the consolidated balance sheets. Assets leased under finance lease arrangements are recorded within property and equipment, net and the associated lease liabilities are recorded within accrued expenses and other current liabilities and other long-term liabilities within the consolidated balance sheets. The Company has elected not to recognize leases with initial terms of one year or less on the consolidated balance sheets. Additionally, the Company has lease agreements with lease and non-lease components which it has elected to combine for all asset classes.

The Company leases space for its executive offices and facilities and office equipment under operating leases expiring at various dates through 2029. The Company's finance lease obligations mainly include hardware and maintenance related to its cloud services and generally have initial terms of three to five years.

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Total costs associated with leased assets consisted of the following for the years ended December 31, 2024 and 2023:

	2024	2023
Operating lease costs	$ 6,284	9,532
Finance lease costs		
Amortization of lease assets	793	609
Interest on lease liabilities	137	72
Total finance lease costs	$ 930	681

Operating lease costs are recognized on a straight-line basis over the term of the lease, including any periods of free rent. Amortization of finance right-of-use assets is recognized on a straight-line basis and interest on finance leases is expensed as incurred throughout the term of the lease. Variable lease costs, which are recognized as lease costs when incurred, totaled $2,919 and $2,572 for the years ended December 31, 2024 and 2023, respectively. These costs consist primarily of executory costs for the Company's office net lease arrangements.

Additional supplemental information for operating and finance leases for the years ended December 31, 2024 and 2023 is as follows:

	2024	2023
Cash paid for amounts included in the measurement of lease liabilities:		
Operating cash flows from operating leases	$ 8,269	8,591
Operating cash flows from finance leases	131	68
Financing cash flows from finance leases	629	941
Right-of-use assets obtained in exchange for lease obligations:		
Operating leases	$ 7,600	2,859
Finance leases	1,383	878

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NETSMART LLC AND SUBSIDIARIES

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Future maturities of the Company's leasing arrangements are as follows as of December 31, 2024:

		Operating Leases	Finance Leases
For the year ending December 31:			
2025	$	7,242	900
2026		6,853	609
2027		5,831	155
2028		4,012	—
2029		1,307	—
Total undiscounted lease payments		25,245	1,664
Less: amount related to interest		(2,932)	(144)
Total lease liabilities	$	22,313	1,520

As of December 31, 2024, finance lease obligations totaling $799 and $721 are included in accrued expenses and other current liabilities and other long-term liabilities, respectively, on the consolidated balance sheets.

As of December 31, 2024, the weighted average remaining lease term for operating and finance leases was approximately four years and two years, respectively. As of December 31, 2024, the weighted average discount rate for operating and finance leases was 6.9% and 8.8%, respectively.

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(8)   Long-Term Debt

Long-term debt as of December 31, 2024 and 2023 consists of the following:

	December 31,	
	2024	**2023**
2024 Credit Facility		
Term loan; interest at higher of SOFR or 0.75%, plus 4.75%; due August 25, 2031	$ 1,888,301	—
$255 million revolver facility; interest at higher of SOFR or 0.75%, plus 4.75%; due August 25, 2031	—	—
$250 million delayed draw term loan commitment; interest at higher of SOFR or 0.75%, plus 4.75%; due August 25, 2031	—	—
2020 Credit Facility		
Term loan; interest at higher of SOFR or 0.75%, plus 3.75%; quarterly installments starting June 2021; due October 1, 2027	—	1,264,572
$100 million revolver facility; interest at higher of SOFR or 0.75%, plus 3.75%; due October 1, 2025	—	—
Total long-term debt	1,888,301	1,264,572
Current installments	—	(13,003)
Deferred financing costs, long-term	(19,007)	(9,470)
Long-term debt, excluding current installments	1,869,294	1,242,099
Current installments	—	13,003
Deferred financing costs, short-term	—	(3,639)
Current maturities of long-term debt	$ —	9,364

On October 1, 2020, the Company entered a credit facility (the "2020 Credit Facility"), comprised of a $915,000, seven-year first lien term loan and a $100,000, five-year revolving credit facility. Proceeds from the term loan were used to repay amounts outstanding under the prior credit facility and to fund the upfront consideration for an acquisition. In connection with entering the 2020 Credit Facility, the Company incurred debt issuance costs of approximately $12,539, which were deferred and amortized over the term of the 2020 Credit Facility.

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Subsequent to entering the 2020 Credit Facility, the Company executed several amendments to the facility which resulted in an aggregate issuance of $380,000 of incremental first lien debt, the proceeds of which were primarily used to fund acquisitions. In connection with these amendments, the Company capitalized an aggregate of $9,180 of additional debt issuance costs, which were deferred at the time of the amendments and amortized over the remaining term of the 2020 Credit Facility.

On August 23, 2024, the Company entered a new credit facility (the "2024 Credit Facility"), comprised of a $1,870,000, seven-year first lien term loan, a $255,000, seven-year revolving credit facility and a $250,000, delayed draw term loan ("DDTL") commitment available for two years post-closing of the facility. Proceeds from the term loan were used to repay amounts outstanding under the 2020 Credit Facility and to fund a dividend. In connection with entering the 2024 Credit Facility, the Company incurred debt issuance costs of approximately $24,178 in total. First lien term loan debt issuance costs of $20,022 were deferred as a contra liability to long-term debt and are being amortized over the term of the 2024 Credit Facility. Debt issuance costs allocated to the revolving credit facility of $2,730 and DDTL commitment of $1,426 were deferred as a noncurrent asset and are being amortized ratably over the term of each arrangement as is representative of the Company's benefit to access capital over the contractual term. Unamortized debt issuance costs of $10,757 from the 2020 Credit Facility were written off, which are included in loss on extinguishment of debt in the consolidated statement of operations.

The 2024 Credit Facility is guaranteed by each of the Company's subsidiaries and is secured by substantially all of its assets. Interest accrues based on the Secured Overnight Financing Rate (SOFR), plus an applicable margin, of which the Company can elect to have up to 2.25% of such interest as payment-in-kind ("PIK") interest, which is added to the aggregate principal balance of the term loan at the end of the interest period. During 2024, $18,301 was added to the term loan principal balance as the result of PIK interest elections. The interest rate for the first lien term loan under the 2024 Credit Facility as of December 31, 2024 and under the 2020 Credit Facility as of December 31, 2023 was 9.77% and 9.22%, respectively.

The 2024 Credit Facility contains a number of customary restrictive covenants, including limits on incurring additional indebtedness, creating liens and making certain investments and dispositions. The 2024 Credit Facility also includes a financial covenant that requires the Company to maintain a total leverage ratio no greater than 10.15 to 1.00 as of the end of any fiscal quarter that the outstanding revolving credit facility borrowings are greater than 40.0% of the commitment amount. As of December 31, 2024, there were no borrowings under the revolving credit facility. As such, the covenant was not applicable.

The 2024 Credit Facility contains no scheduled amortization payments prior to maturity. Unscheduled principal payments may be due if the Company generates "excess cash" as defined in the respective credit facility's first lien credit agreement. Under the 2024 Credit Facility, additional principal payments may be due within 10 days after the year end compliance certificate is issued, starting with year ended December 31, 2025. As such, for the year ended December 31, 2024, no additional amounts were due as a result of this provision. For the year ended December 31, 2023, no additional amounts were due as a result of the "excess cash" provision of the 2020 Credit Facility.

As of December 31, 2024, unamortized deferred financing costs of $3,946 and $19,007 are included in other assets and long-term debt, less current maturities, respectively, on the consolidated balance sheets. Deferred financing costs amortization, which is included in interest expense in the consolidated statement of operations, for the years ended December 31, 2024 and 2023 was $3,577 and $3,365, respectively. Scheduled amortization of deferred financing costs for future years is $3,454 in each of the years 2025 through 2029 and $5,683 thereafter.

The activity in the Company's deferred financing costs is as follows:

	2024	2023
Beginning deferred financing costs	$ 13,109	14,106
Deferred financing costs capitalized	24,178	2,368
Amortization	(3,577)	(3,365)
Loss on extinguishment of debt	(10,757)	—
Ending deferred financing costs	$ 22,953	13,109

	December 31,	
	2024	2023
Deferred financing costs, short-term	$ —	3,639
Deferred financing costs, long-term	22,953	9,470
Total	$ 22,953	13,109

Revolver Backed Letters of Credit

As of December 31, 2024 and 2023, the Company had no outstanding letters of credit tied to its credit facility.

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(9) Income Taxes

The Company's provision for income taxes consisted of the following for the years ended December 31, 2024 and 2023:

		2024	2023
Current:			
Federal	$	13,031	13,613
State		2,120	4,359
		15,151	17,972
Deferred:			
Federal		385	(8,745)
State		2,263	981
		2,648	(7,764)
Income tax expense	$	17,799	10,208

The income tax expense from continuing operations was as follows for the years ended December 31, 2024 and 2023:

		2024	2023
Income taxes at the federal statutory rate	$	(1,215)	(16,029)
State and local income taxes		1,826	(4,486)
R&D tax credits		(1,516)	(3,339)
Reserve for uncertain tax positions		757	691
Change in valuation allowance		17,604	33,403
Permanent differences		343	(32)
Income tax expense	$	17,799	10,208

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Deferred income taxes reflect the net tax effects of temporary differences between the carrying amounts of assets and liabilities for financial reporting purposes and income tax purposes. Significant components of the Company's deferred tax assets and liabilities are as follows:

		December 31,	
		2024	2023
Deferred tax assets:			
Accrued compensation	$	932	710
Allowance for credit losses		3,095	3,104
Stock-based compensation		31,803	53,813
Interest expense		63,619	35,302
Net operating losses		3,514	1,553
Tax credits		4,299	6,491
Lease liability		6,075	5,893
Accrued expenses and other		2,256	2,155
Total deferred tax assets		115,593	109,021
Deferred tax liabilites:			
Intangible assets		(44,865)	(55,038)
Fixed assets		(953)	(1,044)
Lease right-of-use assets		(5,518)	(4,926)
Other liabilities		(6,039)	(5,508)
Uncertain tax position		(4,941)	(4,184)
Total deferred tax liabilities		(62,316)	(70,700)
Valuation allowance		(69,604)	(52,000)
Net deferred tax liability	$	(16,327)	(13,679)

The Company has state loss carryovers which are analyzed each year to determine the likelihood of realization. The gross state net operating loss was approximately $59,604 and, if not used, the majority would begin to expire in part beginning in years 2034 through year 2044. In addition, the Company has approximately $5,442 of state tax credit carryovers, consisting of $2,389 of research and development credits and $3,053 of Kansas High Performance Incentive Program credits which, if not used, will begin to expire in 2035.

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In assessing the realizability of its deferred tax assets, management considers whether it is more likely than not that some portion or all of the deferred tax assets will not be realized. The ultimate realization of deferred tax assets is dependent upon the generation of future taxable income during the periods in which these temporary differences become deductible. Management considers the scheduled reversal of existing deferred tax assets and liabilities in making this assessment. Due to cumulative pre-tax losses in recent years, the Company has not considered the generation of future taxable income from operations in its assessment of realizability of deferred tax assets. Based on this analysis, the Company recorded a valuation allowance associated with its deferred tax assets of $69,604 and $52,000 as of December 31, 2024 and 2023, respectively, related to a portion of the business interest carryforward, certain state tax credits, and net operating losses.

A reconciliation of the beginning and ending amount of unrecognized tax benefit is presented below:

		2024	2023
Beginning balance	$	4,184	3,493
Change in unrecognized tax benefit		757	691
Ending balance	$	4,941	4,184

As of December 31, 2024 and 2023, the Company recorded a liability for an unrecognized tax benefit related to research and development credits. All of the unrecognized tax benefit will favorably impact the effective tax rate if recognized. The Company has elected to classify interest and penalties incurred on income taxes, if any, as income tax expense in the consolidated statement of operations. Interest and penalties on income taxes of $541 and $0 have been recorded during the years ended December 31, 2024 and 2023, respectively. The Company does not expect its unrecognized tax benefit position to significantly change during the next 12 months.

The Company files a U.S. consolidated return. The 2021 through 2023 tax returns of Netsmart LLC remain subject to examination by the U.S. Internal Revenue Service (the "IRS"). The Company also files state tax returns with varying statutes of limitations. The 2020 through 2023 state tax returns remain subject to examination by most state tax authorities. Federal and state net operating loss carryovers and federal and state tax credit carryovers generated in tax years prior to 2021 remain subject to adjustment by taxing authorities until the statute of limitations closes on the year in which they are utilized.

(10) Member Unit (Deficit) Equity

The current equity capitalization of the Company was established in April of 2016 through (i) issuance of Class A Common Units to Allscripts Healthcare Solutions, Inc. ("Allscripts") in exchange for cash and the contribution of its homecare business and (ii) issuance of Class A Preferred Units to GI Netsmart Holdings LLC ("GI Partners") in exchange for cash. On December 31, 2018, Allscripts sold its equity interests in the Company to a group of investors including GI Partners and TA Associates (the "Allscripts Transaction").

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The Allscripts Transaction did not result in a change to the capital structure of Netsmart LLC and did not trigger a change in control which would require the application of purchase accounting.

(a) *Class A Preferred Units*

Total issued and outstanding Class A Preferred Units ("Preferred Units") were 363,625 as of December 31, 2024 and 2023.

Each Preferred Unit is convertible at the option of the holder without the payment of additional consideration by the holder into a number of fully paid and non-assessable Class A Common Units as determined by a specified conversion price. The Preferred Units have a preferred return liquidation preference which accrues on a daily basis at the rate of 11% per annum and compounds annually on the last day of each calendar year. As of December 31, 2024 and 2023, the liquidation preference value of Preferred Units was $1.76 and $2.24 per unit, respectively.

The Preferred Units also have a Special Liquidation Dividend right which, in a liquidation event, entitles Preferred Unit holders and holders of Class B Non-Voting Common Units that held such units on December 1, 2018 to a $150,000 special dividend after (i) the return of the original issue price plus accrued preferred return at 11% to Preferred Unit investors and (ii) the return of the December 31, 2018 purchase price in connection with the Allscripts Transaction to the new Class A Common Unit investors.

(b) *Class A Common Units*

The authorized total Class A Common Units is 715,132. Class A Common Units of 351,457 were issued and outstanding as of December 31, 2024 and 2023.

(c) *Class B Non-Voting Common Units*

The authorized total units consist of 149,594 Class B Non-Voting Common Units. The Board has the right to cause the Company to grant options to acquire Class B Non-Voting Common Units or issue units to existing or new employees, officers, managers, directors, consultants or other service providers of the Company or any of its subsidiaries as the Board shall determine in its sole discretion. Should the holder of said units cease to be an employee, advisor or consultant to the Company or its subsidiaries, the Company has the option to purchase all outstanding Class B Non-Voting Common Units held by the individual.

There were 2,825 Class B Non-Voting Common Units outstanding as of December 31, 2024 and 2023.

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(d) Dividends

In August 2024, the Company made a dividend distribution of $0.72 per unit to all equity unitholders, as well as to holders of vested time-based unit options. The total payout to holders of Class A Preferred Units, Class A Common Units and Class B Non-Voting Common Units was $516,893, which is reflected in the consolidated statement of member unit (deficit) equity. The total payout to holders of vested time-based unit options was $74,977, which was recorded as a reduction to the share-based payment liability.

(11) Stock-Based Compensation

Long-Term Incentive Plans

In connection with the equity capitalization of Netsmart LLC in 2016, the Company adopted the Netsmart LLC 2016 Unit Option Plan (as amended, the "Plan"), which provides for the maximum issuance of 149,594 option units. Option grants contain varying vesting conditions, including service and performance conditions established on a grant-by-grant basis as determined by the Board, and expire no more than 10 years after the date of grant. Time-based options vest ratably over a period of four years, with 25% vesting after the first year and the remainder vesting monthly over the next three years. In addition to a service condition, performance-based options only vest upon attaining certain performance conditions tied to the investment performance of the Company's equity holders.

In connection with the Allscripts Transaction and amendments to the Netsmart LLC operating agreement on December 31, 2018, the Company amended certain terms of the Plan. Holders of unit options under the Plan agreed to certain modifications to outstanding awards, as follows:

- All time-based options that were outstanding as of December 31, 2018 became fully vested. Additionally, in accordance with the terms of the Plan, if the Preferred Units participate in the $150,000 special dividend at a future liquidity event, the exercise price of the unit option awards will be reduced on an equivalent basis as the per share special dividend to the Preferred Unit holders.

- Certain outstanding performance-based awards were modified to reduce the investment return hurdle rate to qualify for vesting. Additionally, these awards were modified similar to the time-based awards discussed above, whereby if the Preferred Units participate in the special dividend in a future liquidity event, any vested performance-based awards would provide for the same reduction in exercise price on a per unit basis.

During the years ended December 31, 2024 and 2023, the Company issued 1,350 and 2,225 options, respectively, to officers and employees at an exercise price equal to fair value at the time of grant. The weighted-average grant date fair value of the options issued during the years ended December 31, 2024 and 2023 was $1.09 and $1.24, respectively. As of December 31, 2024, there were 547 units

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remaining available for issuance under the Plan. The Plan includes a call right which enables the Company to repurchase any outstanding options in the event of termination of employment.

A summary of the option award activity under the Plan is as follows:

	Options		Weighted average exercise price (per share)	Aggregate intrinsic value	Weighted average remaining contractual term (yrs)
Outstanding – January 1, 2024	140,476	$	1.32		
Issued	1,350		1.74		
Exercised/Repurchased	(1,157)		1.46		
Forfeited	(912)		1.93		
Outstanding – December 31, 2024	139,757		1.32	94,897	2.85
Exercisable – December 31, 2024	104,449		1.33	69,302	2.83

Stock option units outstanding and exercisable as of December 31, 2024 were as follows:

	Outstanding				Exercisable		
Weighted average exercise price	Shares		Weighted average fair value	Weighted average remaining life	Shares	Weighted average fair value	Weighted average remaining life
$ 1.32	139,757	$	1.14	2.85	104,449 $	1.12	2.83

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Compensation expense related to stock-based awards was included in the following categories in the consolidated statement of operations for the years ended December 31, 2024 and 2023:

		2024	2023
Cost of recurring software	$	(76)	1,493
Cost of recurring services		136	(56)
Cost of implementation services and other		(121)	262
Software development expenses		(190)	1,798
Selling and marketing expenses		(2)	3,075
General and adminstrative expenses		(5,521)	62,303
Total	$	(5,774)	68,875

During the years ended December 31, 2024 and 2023, the Company repurchased vested option awards from terminating associates with aggregate intrinsic values of $1,178 and $3,299, respectively.

As of December 31, 2024 and 2023, the liability for outstanding awards was $116,817 and $198,747, respectively. As control related to redemption of options upon exercise resides with management, the Company has capped the cash value of option exercises it expects to redeem during any given calendar year at $15,000. As such, $15,000 of the liability for outstanding awards is classified as a current liability, with the remainder classified as long-term in each respective year.

As of December 31, 2024 and 2023, the weighted average fair value of options outstanding was estimated at $1.14 and $1.92, respectively. The fair value of the awards were calculated using either the Black-Scholes-Merton option pricing model or a Monte Carlo simulation. Awards issued prior to December 31, 2018 are subject to the potential reduction in exercise price based on whether the $150,000 special dividend is paid out at a liquidation event. The fair value of options for the years ended December 31, 2024 and 2023 were estimated using the following weighted average assumptions:

	2024	2023
Average expected term in years	1.68	2.03
Risk free rate (weighted average)	4.21%	4.35%
Expected dividends	—	—
Average volatility	65.00	62.37

The expected term of the awards was determined based upon an estimate of the expected term of "plain vanilla" options as prescribed by the simplified method. The risk-free interest rate is based on the U.S. Treasury yield curve in effect at the time of valuation. The Company estimates expected

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volatility based primarily on historical monthly volatility of comparable companies in the healthcare information technology sector that are publicly traded. The impact of forfeitures is recorded as they are incurred.

As of December 31, 2024, the Company had total unrecognized compensation costs of $2,198 related to time-based option awards outstanding. The weighted average period over which this compensation cost is expected to be recognized is approximately three years. No compensation costs have been recognized related to performance-based awards as achievement of the performance conditions are not considered probable. The performance conditions for performance-based awards are tied to the investment performance of the Company's ownership group, with vesting tied to achievement of investment return hurdles upon sale or a qualifying event for measurement. The investment return hurdles for outstanding awards are based on, in addition to continued employment, the achievement of one of the following: a 20% or 25% Internal Rate of Return; or a 2.25x or 2.75x Multiple on Invested Capital.

(12) Commitments and Contingencies

(a) Purchase Obligations

The following table presents non-cancellable purchase commitments as of December 31, 2024:

Year ending December 31:		
2025	$	38,653
2026		36,030
2027		33,243
2028		35,000
Total	$	142,926

The Company's purchase commitments are comprised primarily of non-cancellable agreements related to cloud infrastructure services and software subscriptions with third-party vendors.

In January of 2025, the Company amended its existing agreement with a third-party cloud infrastructure provider. The amendment is effective February 1, 2025 through January 31, 2030 and results in incremental spend commitments to those provided in the table above of approximately $6,000, $2,000, $4,600, $5,600 in 2025, 2026, 2027 and 2028, respectively, and $44,600 in periods thereafter.

(b) *Guarantees*

Under the terms of substantially all of the Company's software license agreements, the Company has agreed to indemnify its customers for all costs and damages arising from claims against such customers based on, among other things, allegations that the Company's software infringes the intellectual property rights of a third party. In most cases, in the event of an infringement claim, the Company retains the right to: (i) procure for the customer the right to continue using the software; (ii) replace or modify the software to eliminate the infringement while providing substantially equivalent functionality; or (iii) if neither (i) nor (ii) can be reasonably achieved, the Company may terminate the agreement and refund to the customer a pro rata portion of the software fee paid to the Company. Such indemnification provisions are accounted for in accordance with FASB ASC 460, *Guarantees*. As of December 31, 2024 and 2023, there were no claims outstanding under such indemnification provisions. Historically, the Company has not incurred significant costs related to such guarantees. As such, no provision or accrual for these items has been made.

(c) *Warranties*

Under the terms of substantially all of the Company's software license agreements, it represents and warrants to licensees that its software products perform substantially in accordance with published specifications. Historically, the Company has not incurred significant costs related to such warranties. As such, no provision or accrual for these items has been made.

(d) *Defined-Contribution Plan*

The Company offers participation in a defined-contribution plan providing retirement benefits (the "401(k) Plan") to all associates who have reached 21 years of age. Employees may contribute up to a maximum annual amount as set periodically by the IRS. The Company made matching contributions to the 401(k) Plan in an amount equal to 50% of each participant's eligible elective deferral contribution of the first 6% during the years ended December 31, 2024 and 2023. Matching contributions vest ratably over a four-year period.

The Company recognized expense related to these defined-contribution plans of approximately $6,560 and $6,130 for the years ended December 31, 2024 and 2023, respectively.

(13) Litigation

From time to time, the Company is involved in ordinary and routine litigation matters in the normal course of business. The Company believes that the resolution of these matters will not have a material adverse effect on its consolidated financial position and results of operations, and the range of reasonably possible losses is not material.

(14) Fair Value of Financial Instruments

The carrying amount of cash, receivables, prepaids, accounts payable and accrued expenses approximate the fair value of these instruments because of their short-term maturities. Based on current market rates, the fair value of debt and lease obligations as of December 31, 2024 and 2023 approximated their carrying amount.

(15) Subsequent Events

The Company has evaluated subsequent events from the consolidated balance sheet date through the date at which the consolidated financial statements were available to be issued on February 21, 2025, and there were no matters to be disclosed other than the purchase commitment included in Note 12(a).

Attachment 1 - Functional Specifications
RFP#: 120277 O3
Vital Records Management System
State of Nebraska, Department of Health and Human Services

<u>Important Scoring Dynamic</u>

Attachment 1 - Functional Specifications shall be subject to a "Pass" or "Fail" assessment. Bidder to review Section (I)(P)(2) of the Request for Proposal (RFP) document for understanding the methodology that will be applied. The Items hig hlighted in
with an asterisk GOLD* *locument represent the capability and/or requirement that will be subject to the "Pass" or "Fail" assessment, as these are "must" requirements.*

<u>No Additional Costs - All related Costs are to be captured in the Cost Sheet</u> **(In the prescribed format)**

Please note: All associated costs must be captured in the Cost Sheet in the prescribed format and NOT within Attachment 2. Failure to adhere to these instructions shall result in the bidder's proposal as being deemed
a "Non-Responsive Solicitation Response".

<u>General Instructions</u>

To accurately complete this document, the bidder is to respond to each functional specification listed on the "Functional Specifications" tab.   All functional specifications are listed within the "Functional Specifications" tab; each functional specification has a
corresponding business set in Section (VI)(A)(3) of the RFP document.

The bidder must complete this document, "Attachment 2 - Functional Specifications," and submit as a part of the bidder's Solicitation Response in an Excel format only - See Section (VII)(A)(2) of the RFP for submittal instructions.
DO NOT ALTER THE FORMAT OF THIS DOCUMENT OR ANY OF THE EXISTING CONTENT WITHIN THE TABS (ROWS, COLUMNS, SPECIFICATIONS, ETC.). Bidder may expand the row heights within the "Functional Specifications" tab to enter entire Vendor Response.
The only content that the bidder may enter in this Excel spreadsheet is within the "Functional Specifications" tab. Do not add information to the "Instructions" tab or add any additional tabs.

<u>Specific instructions to complete Functional Specifications tab:</u>

Bidders must complete both Column D and Column E for every item listed under System Modules and Functional Specifications using the instructions below.

Column D - Vendor Selection. The bidder to use the dropdown box in "Vendor Selection" to confirm how their solution proposes to meet each specification.
Drop-down options:
- *YES = Met and supported*
- *CONFIG = Met with configuration (activate, arrange, or adjust functionality without changing the system's core code in order to meet the Specifications)*
- *CUS = Met with customization (change the system's core code in order to meet the Specifications)*
- *TPS = Met via third-party software*
- *NA = Not available*

Column E - Vendor Response. For each respective System Module and Functional Specification and depending on which dropdown option is chosen from Column D - Vendor Selection, the bidder will provide the corresponding response to include the information
listed as shown below.

If YES is selected, the bidder should describe how their system will address the specification.

If CONFIG is selected, the bidder should describe how they will address the specification, the level of effort, the target time frame of delivery, and how much input from the Unit will be needed in order to satisfy the specification prior to go-live.

If CUS is selected, the bidder should describe how they will address the specification, the level of effort, the target time frame of delivery, and how much input from the Unit will be needed in order to satisfy the specification prior to go-live.

If TPS is selected, the bidder should:
•Provide the vendor's name and name of the third-party software;
•Describe how they will address the specification;
•Describe how the third-party would handle licensing, maintenance, and first-time installation;
•Describe how the third-party software would get stored (e.g.: At the state level or would individual users need to download?).

If NA is selected, no further information is needed.

REVISED Attachment 1 - Functional Specifications

The items highlighted in gold and notated with an asterisk (*) within this document represent the capability and/or requirement that will be subject to the "Pass" or "Fail" assessment, as these are "must" requirements.

Bidder Name: *Netsmart Technologies, Inc.*

Ref	System Modules and Specifications	Vendor Selection	Vendor Response
1	**GENERAL**		
1.1	**COMPONENT**		
1.1.1	*The system must include the following modules:*		Netsmart confirms that our proposed solution fully meets and exceeds the State's requirements for vital event management. The system includes, at a minimum, the following modules: • Birth • Death • Marriage • Dissolution of Marriage • Fetal Death • Induced Termination of Pregnancy (ITOP) • Order Management Each module is designed to ensure compliance with State and Federal regulations, provide secure data handling, and deliver an intuitive user experience for both internal staff
1.1.1.1*	Birth;	YES	myVRS has a Birth "COTS" Module that records and tracks birth details, including date, time, location, and other relevant information for comprehensive documentation to facilitate the rendering of a Birth Certificate.
1.1.1.2*	Death;	YES	myVRS has a Death "COTS" Module that records and tracks death details to facilitate the rendering of a Death Certificate.
1.1.1.3*	Marriage;	YES	myVRS has a marriage "COTS" module that allows for the tracking and management of marriage-related information and facilitates the rendering of Marriage Certificates.
1.1.1.4*	Dissolution of Marriage;	YES	myVRS has a Dissolution of Marriage "COTS" Module that allows for the tracking and management of Dissolution of Marriage related information and facilitates the rendering of Divorce Decrees.
1.1.1.5*	Fetal Death;	YES	myVRS has a Fetal Death "COTS" Module that provides comprehensive tracking and documentation for fetal death cases, ensuring compliance with regulatory requirements and organizational protocols.
1.1.1.6*	Induced Termination of Pregnancy (ITOP);	YES	myVRS has an ITOP "COTS" Module that provides comprehensive tracking and documentation for ITOP cases, ensuring compliance with regulatory requirements and organizational protocols.
1.1.1.7*	Order Management.	YES	myVRS has an Order Management (CAS) "COTS" Module that provides comprehensive tracking and documentation for Orders, ensuring compliance and delivery management of orders.
1.1.2*	The system must contain a report builder tool or associated utility.	YES	myVRS contains a report builder tool that allows advanced users to create ad hoc reports by accessing all critical system data fields and joining different tables within the report writer.
1.2	**SYSTEM**		

1.2.1*	The system must not require the purchase of any additional proprietary applications.	YES	myVRS does not require the purchase of any additional proprietary applications to operate effectively.
1.2.2*	The system must support multiple environments, specifically, System Integration Testing (SIT), User Acceptance Testing (UAT), Training, Development, and Production.	YES	myVRS supports multiple environments, including, Development, Training, UAT (Testing) and Production.
1.2.3	The system should be configurable to present module fields in the order listed on its corresponding form.	YES	myVRS has a form designer tool that enables the configuration of module fields to be presented in the order listed on its corresponding form.
1.2.4*	The system must have images be seamlessly accessible within the application.	YES	Images can be stored within the database or on the application server, depending on the system's configuration and requirements. Users with the appropriate security permissions can update, replace, or delete these images as needed. Access to the images can be managed through security functions, which allow administrators to limit or grant access based on user roles and permissions. This helps ensure that only authorized users can view or modify the images, maintaining the integrity and security of the data.
1.2.5	The system should provide functionality to disallow any other screen shot tool, such as the "Snipping Tool" or the like.	NA	The commands for taking a screenshot cannot be disabled as these are built-in features controlled by the operating system (OS). It is a challenging task to prevent users from taking screenshots because they can copy and paste the content of the website or use third-party software to achieve the same result. The "Print Screen" function is an inherent feature provided by every major operating system, such as Windows and macOS, and these features cannot be disabled since they are managed by the OS itself. Additionally, users have access to various tools and applications, like the "Snipping Tool" on Windows, which further complicates efforts to restrict screenshot capabilities. Even if one method is blocked, users can find alternative ways to capture screen content, making it difficult to fully prevent screenshotting.
1.2.6	The system should provide a managed print function.	YES	Print functions within the system are managed through user roles and security settings. This means that access to printing capabilities is controlled based on the specific roles assigned to users within the organization. By defining and assigning these roles, administrators can determine which users have the authority to initiate and execute printing tasks. Additionally, security settings are in place to help protect sensitive information and to help ensure that only authorized personnel can access and print documents. This approach helps maintain the integrity and confidentiality of the printed materials, aligning with the organization's security protocols and operational requirements.
1.2.7	The system should capture an audit log when the print function is used.	YES	myVRS captures print functions within the audit log, including details such as the user, date/time stamp, and the record and specific document printed.
1.2.8*	The system's implementation and functionality must adhere to the technical specifications outlined in the accompanying Technical Specifications-Attachment 3.	YES	The implementation of myVRS will adhere to the technical specifications as outlined and answered in the accompanying Technical Specifications-Attachment 3.

1.2.9*	The system must support a minimum of 5,000 internal and external users.	YES	Yes, the myVRS hosted environment is capable of handling 5000 internal and external users.
1.2.10*	The system must support a minimum of 1,000 concurrent users regardless of user role and/or location.	YES	Yes, licensing is based on concurrent users, and the myVRS hosted environment is capable of handling 1000 concurrent users.
1.2.11	The system should provide online help connected to the relevant routine, field, or report being used.	YES	myVRS has the capability to provide online help, which is accessible directly from the relevant field or through the help menu. This feature allows users to access context-specific assistance while they are working within the system.
1.2.12*	The system must have the ability to connect to local or network printers.	YES	myVRS has the ability to connect to local or network printers, utilizing the mapped printer functionality of the workstation.
1.2.13*	The system must have the ability to connect to local or network scanners.	YES	myVRS can connect to local or network scanners, enabling seamless integration for document scanning and management.
1.3	**DATA**		
1.3.1*	The system must have the ability to complete a data conversion of all existing data, including images and files.	YES	A data migration plan will be established to strive for the complete conversion of all existing data, including images and files, into the new system. As part of the implementation process, Netsmart will facilitate the conversion of necessary records into the system using a defined methodology to accurately migrate data from your existing systems. This collaborative approach involves participation from both your organization and Netsmart, working closely together to plan and execute the data conversion process. This includes data mapping, extraction, testing, and loading of the converted data into our solution. Netsmart utilizes standard data import and conversion tools to migrate data from your legacy systems. Our experienced team will handle the technical aspects of the data conversion, including importing the data and providing error reports. To facilitate data accuracy and completeness, a thorough testing phase will be conducted where your team will validate and verify the converted data. Any necessary data validation, accuracy checks, and cleanup will be addressed throughout the project prior to the final conversion. Netsmart uses specific tools for data conversion that are designed to define the conversion process, document the conversion, repair some types of corrupt data, flag the records with specific errors found, identify converted records as converted, convert data for transport to customers, and efficiently load data at the customer site. The software supports both comma-delimited flat files and fixed position flat files, ADO databases, and spreadsheets. Detailed configuration/data validation reports are built with each update of converted data. Netsmart will leverage a proven SAP Analytical
1.3.2*	The system must have configurable data retention rules.	CONFIG	The system is designed to retain all data and not archive data. This could be configured to allow Nebraska to identify the data that is in archival mode and a way in which to search and retrieve. This could be accomplished within the target project timeframe. Input from the Vital Records Unit would be needed to clarify the parameters of retention rules.

1.3.3*	The system must provide immediate validation and error messaging needed for data interfaces.	YES	myVRS data interfaces are designed to provide immediate validation and error messaging, ensuring real-time notification of any transaction errors to the source system.
1.3.4*	The system must have the ability to use field-level data integrity checks and data validation (e.g., numeric fields, verify a number is entered, date fields, verify a date is entered, etc.).	YES	myVRS has the ability to use field-level data integrity checks for validation. For instance, it enforces the accuracy of entering Social Security Numbers (SSN) and phone numbers. Data validation is performed at the field level, preventing users from entering alphabetic characters into numeric fields. Required fields are validated when the form is saved, prompting users to populate all empty required fields to save the form, or alternatively, save the form as a draft.
1.3.5*	The system must provide an integrated full-featured word processing function (including superscript, subscript, and scientific notations, cut and paste, and word wrap) to allow a user to enter data into large text fields.	CONFIG	myVRS would need to employ configuration to meet the requirement of providing an integrated full-featured word processing function, including superscript, subscript, scientific notations, cut and paste, and word wrap for large text fields. This item would be completed within the scheduled project timeframe.
1.3.6*	The system must validate against an integrated medical dictionary for medical related fields.	YES	myVRS interfaces with an integrated medical dictionary and also interfaces with VIEWS to assist to validate mortality data.
1.3.7*	The system must have real-time processing of data.	YES	The platform can receive and process data in real time via all the mentioned connection methodologies.
1.3.8*	The system must align with State of Nebraska and Federal guidelines to collect vital statistic data and other data points needed for federal reporting and evaluation purposes.	YES	myVRS aligns with State of Nebraska and Federal guidelines to collect vital statistic data and other data points needed for federal reporting and evaluation purposes such as NVSS.
1.3.9*	The system must have graphical control elements to assist with data entry (e.g., checkbox, drop-down box, etc.).	YES	myVRS has multiple graphical control elements to assist with data entry, including checkboxes, drop-down boxes, radio buttons, and more.
1.4	**FUNCTIONALITY**		
1.4.1*	The system must have the ability to scan directly into the system.	YES	myVRS has the ability to scan directly into the system.
1.4.2*	The system must have the ability to attach a file with a minimum of the following file types (.pdf, .doc, .jpeg, .png, .tiff).	YES	The attachment of file types .pdf, .doc, .jpeg, .png, and .tiff is supported by the system.
1.5	**CONFIGURATION**		
1.5.1*	The system must have configurable field level warning notifications.	YES	The system allows the flexibility to add field level warning notifications.
1.5.2	The system should auto advance a user from process start through process completion.	YES	The system does have auto advance features and can guide a user from process start through process completion based on predefined workflows and triggers.
1.5.3	The system should have task list or work queue functionality.	YES	The system has task list and work queue functionality that allows users to manage and track tasks, deadlines, and required documentation efficiently.
1.5.4*	The system must have the ability to configure workflows.	YES	The system has a robust form designer that allows for comprehensive configuration of workflows to meet specific organizational needs.
2	**USERS**		
2.1	**GENERAL**		
2.1.1*	The system must allow a user with necessary access to create a record, image, or attachment.	YES	Users with the appropriate roles and security can create records, images, or attachments in the system.

2.1.2*	The system must allow a user with necessary access to view a record, image, or attachment.	YES	Users with the appropriate roles and security can view records, images, or attachments in the system.
2.1.3*	The system must allow a user with necessary access to search a record, image, or attachment.	YES	Users with the appropriate roles and security can view records, images, or attachments in the system.
2.1.4*	The system must allow a user with necessary access to update a record, image, or attachment.	YES	Users with the appropriate roles and security can update a records, images, or attachments in the system.
2.1.5*	The system must allow a user with necessary access to save a record, image, or attachment.	YES	Users with the appropriate roles and security can save records, images, or attachments in the system.
2.1.6*	The system must allow a user with necessary access to delete or purge a record, image, or attachment.	YES	Users with the appropriate roles and security can purge/inactivate records, images, or attachments in the system.
2.1.7*	The system must allow a user with necessary access to deactivate a record, image, or attachment.	YES	Users with the appropriate roles and security can deactivate records, images, or attachments in the system.
2.1.8*	The system must have the ability to register a user for system access based on role and location.	YES	The system has the ability to register a user for system access based on their assigned role and location.
2.2	**ACCESS**		
2.2.1*	The system must allow access to both internal (State of Nebraska employees) and external users (e.g., funeral directors, hospital staff, and county clerks).	YES	The system allows access to both internal (State of Nebraska employees) and external users (e.g., funeral directors, hospital staff, and county clerks).
2.2.2*	The system must have role-based security for application and administrative functions including views for all user roles across all modules.	YES	The system has a robust role-based security for application and administrative functions, including views for all user roles across all modules.
2.2.3*	The system must provide a location selection prompt for users who have access to multiple locations.	YES	When users with multiple locations log into myVRS, they will see a list of their associated locations to choose from.
2.2.5	The system should have the ability for a new user to complete a registration form.	YES	The system has the ability for a new user to self-register.
2.2.6*	The system must have the ability for a user to complete self-service password changes and/or resets.	YES	The system allows for users to complete self-service password changes and/or resets via email.
2.2.7*	The system must have the ability for a user to update their own user profile demographics once logged in (non-system security).	YES	This can be accomplished through user maintenance settings.
2.2.8*	The system must provide a warning message after user login based on a configurable time period when a password is expiring.	CONFIG	The system has a configurable password expiration but does not have the user login message. This could be configured as a broadcast message for user's passwords expiring in X number of days. This configuration could be completed within the project timeframe. The input needed from Vital Records Unit would be clarification on time periods and messaging.
2.2.9*	The system must perform an automatic logoff for session inactivity based on a configurable length of time.	YES	The system will perform an automatic logoff for session inactivity based on a configurable length of time.
2.2.10*	The system must provide a warning message prior to automatic logoff for session inactivity based on a configurable length of time.	YES	The system does provide a warning message prior to automatic logoff for session inactivity based on a configurable length of time.
2.3	**SEARCH**		
2.3.1*	The system must allow a user with necessary access the ability to use a real-time search and filter function whereas all vital event records, requests, orders, payments, and invoices can be viewed, searched, and filtered by one or more data fields or variables in each record, and wildcards or partial entry of a field can be used.	YES	The system allows a user with necessary access to use a real-time search and filter function to view, search, and filter all vital event records, requests, orders, payments, and invoices by one or more data fields or variables, including the use of wildcards or partial entry of a field.
2.3.2*	The system must allow a user with necessary access to export search results.	YES	The system allows a user with necessary access to export search results.

2.3.3*	The system must allow a user with necessary access to print search results.		YES	The system allows a user with necessary access to print search results.
2.3.4*	The system must have the ability to limit the number search result count by user.		YES	The system has the capability to limit the number of search results displayed based on the user's role and permissions.
2.4	**FUNCTIONALITY**			
2.4.1*	The system must have the ability for a user with the necessary access to create a new user and associate that user to specific user role(s).		YES	The system allows a user with the necessary access to create a new user and associate that user with specific user role(s).
2.4.2*	The system must have the ability for a user with the necessary access to delete a user.		YES	The system has the ability for a user with the necessary access to delete a user account.
2.4.3*	The system must have the ability to search the system for a user, including a filter to search for an expired user.		YES	The system allows the ability to search for users, including applying a filter to identify expired users if the user has the appropriate permissions.
2.4.4*	The system must have the ability for a user with the necessary access to deactivate a user.		YES	The system allows a user with the necessary access to deactivate another user.
2.4.5*	The system must allow a user with necessary access to bypass security and update any entry when needed.		YES	Users with the appropriate role and security can update entries, with changes recorded in the audit log for transparency.
2.4.6	The system should allow a user with necessary access the ability to view more detailed information on any field when appropriate.		YES	The system does allow a user with necessary access the ability to view more detailed information on any field when appropriate.
2.4.7*	The system must allow a user with necessary access to attach, link, and view any supporting document of any file format to a record or order.		YES	The system allows a user with necessary access to attach, link, and view any supporting document of any file format to a record or order.
2.5	**CONFIGURATION**			
2.5.1*	The system must have the ability to edit validation data through a front-end utility.		YES	The system allows this through table maintenance.
3	**SYSTEM ADMIN**			
3.1	**ACCESS**			
3.1.1*	The system must have a user role with elevated security access to the system (e.g., System Administrator).		YES	myVRS allows for comprehensive configuration of user roles tailored to the State's requirements. Each role can be set up with varying levels of security, from restricted access to full "Admin" access.
3.1.2	The system should have system-level access to exports (create, configure).		YES	myVRS enables authorized users to create new exports and configure or modify existing exports within the system.
3.1.3	The system should have system-level access to imports (create, configure).		YES	myVRS enables authorized users to create new imports and configure or modify existing imports within the system.
3.1.4	The system should have system-level access to reports (create, configure).		YES	myVRS enables authorized users to create new reports and configure or modify existing exports within the system.
3.1.5	The system should have system-level access to documents (create, configure).		YES	myVRS enables authorized users to create new documents and configure or modify existing documents within the system.
3.2	**DATA**			
3.2.1*	The system must use a centralized data dictionary that fully describes table structure and appropriate levels of metadata.		YES	The system uses a centralized data dictionary that fully describes table structure and appropriate levels of metadata, ensuring it is updated concurrently with schema changes and published with system updates.
3.2.2*	The system must allow a user with necessary access to have read-only access to the system's database(s).		YES	The system allows a user with necessary access to have read-only access to the system's database(s).
3.2.3	The system should allow a user with necessary access to have full access to the system's database(s).		YES	The system allows a user with the necessary access to have full access to the system's database(s).
3.3	**FUNCTIONALITY**			

3.3.1	The system should have the ability to edit (e.g., checkbox, drop-down box, etc.).	myVRS allows for the configuration of all fields within an event, including both their appearance and functionality (e.g., configured validations per field)
		YES
3.3.2	The system should have the ability for the system administrators to create user roles.	In myVRS, Admin users can create and modify the functions and event availability for each role within the system.
		YES
3.3.3	The system should have the ability for the system administrators to modify user roles.	In myVRS, Admin users can create and modify the functions and event availability for each role within the system.
		YES
3.3.4	The system should have the ability for the system administrators to delete user roles.	In myVRS, Admin users can delete configured roles within the system.
		YES
3.3.5	The system should have the ability for system administrators to terminate a user connection and/or session remotely.	myVRS does not provide the ability to terminate a user connection and/or session remotely by system administrators.
		NA
3.3.6	The system should have the ability to maintain a directory of all personnel currently active in the system.	myVRS provides comprehensive functionality to maintain a directory of all active users. This includes tracking user access levels, roles, and activity status, ensuring that administrators can efficiently manage and monitor personnel within the system.
		YES
3.3.7*	The system must have the ability to produce a system access log (in/out history) by user with time stamp in seconds.	myVRS maintains a comprehensive audit log of all system logins and logouts. This log includes detailed time stamps down to the second, allowing administrators to accurately track user access history.
		YES
3.3.8	The system should allow the system administrator to make batch updates to data on admin-specified criteria (i.e., system-wide find/change functionality).	myVRS has a configurable batch find/change functionality. This allows the system administrator to make batch updates to data based on admin-specified criteria.
		YES
3.3.9	The system should allow the system administrator to schedule batch updates to data on admin-specified criteria (i.e., system-wide find/change functionality).	myVRS enables administrators to schedule reports that can run at specified intervals or timeframes. These reports can execute SQL queries to batch update records in the system based on admin-defined criteria.
		YES
4	**AUDIT LOGS**	
4.1	**GENERAL**	
4.1.1	*The system must have action history logs to view modifications, deletions, data loading actions, reports, printing, and user log-ins/outs. At a minimum the log must contain the following:*	Netsmart acknowledges and agrees to the requirement that the system must maintain comprehensive action history logs. The system will provide detailed audit trails for the following activities: • Modifications to records • Deletions of data • Data loading actions • Report generation • Printing activities • User log-ins and log-outs At a minimum, each log entry will include: • User who performed the action • Date of the action • Time of the action • Data Prior to Edit

4.1.1.1*	User;	YES	myVRS includes configurable audit logs that capture comprehensive details to establish the what, when, source, and cause of events. The audit logs will include the following information for effective forensic analysis and problem triage: • Date and Time • Triggering Process • Process Owner (User) ~~• Field Value: Old Value and New Value~~
4.1.1.2*	Date;	YES	myVRS includes configurable audit logs that capture comprehensive details to establish the what, when, source, and cause of events. The audit logs will include the following information for effective forensic analysis and problem triage: • Date and Time • Triggering Process • Process Owner (User) ~~• Field Value: Old Value and New Value~~
4.1.1.3*	Time;	YES	myVRS includes configurable audit logs that capture comprehensive details to establish the what, when, source, and cause of events. The audit logs will include the following information for effective forensic analysis and problem triage: • Date and Time • Triggering Process • Process Owner (User) ~~• Field Value: Old Value and New Value~~
4.1.1.4*	Data Prior to Edit;	YES	myVRS includes configurable audit logs that capture comprehensive details to establish the what, when, source, and cause of events, including the ability to view data prior to edit. The audit logs will include the following information for effective forensic analysis and problem triage: • Date and Time • Triggering Process • Process Owner (User) • Field Value: Old Value and New Value.
4.1.1.5*	Data After Edit.	YES	myVRS includes configurable audit logs that capture comprehensive details to establish the what, when, source, and cause of events, including data after edit. The audit logs will include the following information for effective forensic analysis and problem triage: • Date and Time • Triggering Process • Process Owner (User) • Field Value: Old Value and New Value.
4.1.2	*The system must have audit history logs to view user activities, such as logging in and out of the system. At a minimum the log must contain the following:*		Netsmart confirms that the proposed system fully meets the requirement for maintaining audit history logs to track user activities, including logging in and out of the system.

4.1.2.1*	User;	YES	At a minimum, each log entry will include:
4.1.2.2*	Date;	YES	• User who performed the action
4.1.2.3*	Time.	YES	• Date of the activity
4.1.3*	The system must track changes made to all data, keeping the integrity of the original document, data, and image with associated changes.	YES	• Time of the activity

4.1.4*	The system must provide the ability to create, save, and export an audit log of the tracked changes made throughout the system.	YES	myVRS allows for the creation, saving, and exporting of audit logs that track changes made throughout the system. This includes the ability to export data from audit log tables and other saved data within the system.
4.1.5*	The system must maintain a history of all data.	YES	myVRS does not automatically archive any audit log data, thereby retaining the complete history of all previously captured individual login/logout attempts.
4.2	**ORDER MANAGEMENT**		
4.2.1*	The system must track the data associated with serialized forms used within each order.	YES	myVRS provides comprehensive document tracking for all prints within the system. This includes tracking the order number when printed through the Correspondence Accounting System's workflow, as well as the ability to manually enter or automatically number certified prints.
4.2.2*	The system must be able to store a user-defined, customizable volume of sales transactions, categorized by transaction date, for a minimum of five years.	YES	myVRS captures all sales transaction data, which can be configured in a report or queried using SQL, based on user-defined parameters, such as transaction date. Since no data in myVRS is archived, all transaction data will be maintained for at least five years.
4.2.3*	The system must contain reporting capabilities to assist with audit of document control number/certificate paper to the associated receipt and order, including by registrar and date.	YES	myVRS provides comprehensive document tracking for all prints within the system. This includes tracking the order number, user, date, and location when printed through the Correspondence Accounting System's workflow, as well as the ability to enter or automatically number certified prints.
4.3	**CERTIFIED PAPER**		
4.3.1*	The system must track the number of certificates printed by vital event record and certificate type.	YES	myVRS provides comprehensive document tracking for all prints within the system. This includes tracking the number of copies when printed through the Correspondence Accounting System's workflow.
4.3.2*	The system must track the serial number of issuance in chronological order within a print log.	YES	myVRS provides comprehensive document tracking for all prints within the system. This includes tracking the order number when printed through the Correspondence Accounting System's workflow, as well as the ability to enter or automatically number certified prints. The automatic numbering can be configured to run in ascending or descending order and can be based on location.
4.4	**FUNCTIONALITY**		
4.4.1*	The system must capture an audit of all imports.	YES	myVRS maintains an audit log of all imports executed within the system, capturing details such as the name, parameters, and start and end dates of each import.
4.4.2*	The system must capture an audit of all exports.	YES	myVRS maintains an audit log of all exports executed within the system, capturing details such as the name, parameters, and start and end dates of each export.
4.4.3*	The system must allow a user with necessary access to search the audit log.	YES	myVRS allows the audit log to be searched by users with the access permissions.
4.4.4*	The system must track the creating, viewing, printing, and deleting of attachments.	CONFIG	myVRS has the capability of tracking creation of attachments. Tracking of viewing, printing or deleting the attachments will be added to the system before the project go-live date.
4.5	**CONFIGURATION**		

4.5.1*	The system must track and maintain an audit log of when configuration changes are made (e.g., changes to fees for certification types).	YES	Configuration changes are tracked and maintained in an audit log, including details such as the user ID, date and time of the change, and the specific modifications made.
5	**ALL MODULES**		
5.1	**GENERAL**		
5.1.1*	The system must contain all existing and future records or orders with any associated images and/or attachments synchronously.	YES	myVRS manages the storage and synchronization of all existing and future records or orders, including any associated images and attachments, ensuring they are up-to-date and accessible.
5.1.2*	The system must incorporate all previously available records or orders with any associated data or attachments from the current system.	YES	myVRS will maintain all previously available records or orders, including any associated data or attachments, from the current system.
5.1.3*	The system must allow a user with necessary access the ability to print an attachment.	YES	myVRS allows a user with necessary access the ability to print an attachment.
5.1.4*	The system must allow input of a partial record or order without forcing a user to complete a process.	YES	myVRS allows the input of partial records or orders without forcing the user to complete the entire process.
5.1.5*	The system must validate and issue vital event records.	YES	myVRS simplifies the validation and issuance of vital event records by automating the review process and ensuring compliance with the state's workflow requirements.
5.1.6*	The system must allow a user with necessary access to view, change, and submit a record or order.	YES	myVRS allows a user with the necessary access to view, change, and submit a record or order.
5.1.7*	The system must allow a user with necessary access to view, print, store, attach and scan documents or images into a record or order.	YES	myVRS allows a user with necessary access to view, print, store, attach, and scan documents or images into a record or order.
5.1.8*	The system must allow a user to save a record or order regardless of completed data except for fields that are flagged as required by the State of Nebraska.	YES	myVRS allows a user to save a record or order regardless of completed data, except for fields that are flagged as required by the State of Nebraska.
5.1.9*	The system must have administrative tools to be customizable to meet specific user needs.	YES	myVRS has administrative tools with customizable user role access to meet specific user needs.
5.1.10	The system should save user data entry progress automatically upon moving to the next field on the form.	YES	myVRS has a configuration option that allows the system to automatically save user data entry progress upon moving to the next field on the form.
5.1.11	The system should allow the saving and pausing activity on one record or order and moving to a different record or order for processing.	YES	myVRS allows the ability to save and pause activity on one record or order and move to a different record or order for processing.
5.2	**SEARCH**		
5.2.1*	The system must allow a user the ability to group, sort and count search result data.	YES	Search results can be grouped and sorted. Results are automatically counted at the bottom of the screen.
5.2.2*	The system must allow a user with necessary access to search for a record or order using various metadata fields.	YES	myVRS allows the user with necessary access to search for a record or order using various metadata fields.
5.2.3*	The system must provide a real-time search and filter function whereas all vital event records, requests, orders, payments, and invoices can be electronically viewed, searched, and filtered by one or more data fields or variables in each record, and wildcards or partial entry of a field can be used.	YES	The system allows a user with necessary access to use a real-time search and filter function to view, search, and filter all vital event records, requests, orders, payments, and invoices by one or more data fields or variables, including the use of wildcards or partial entry of a field.
5.2.4*	The system must allow a user with necessary access to manipulate search parameters.	YES	myVRS allows a user with necessary access to manipulate search parameters.
5.2.5*	The system must allow a user with necessary access to save search parameters individually or to a group.	YES	myVRS allows system administrators to configure roles and saved searches for individuals or a group.
5.2.6*	The system must allow a user with necessary access to export (to Excel) search results.	YES	myVRS allows a user with the necessary access to export search results to Excel.

5.2.7*	The system must allow a user with necessary access to print search results.	YES	myVRS allows a user with the necessary access to print search results.
5.2.8*	The search feature must have the ability to manipulate the number of records captured in a search by the user.	YES	myVRS has the capability to limit the number of search results displayed based on the user's role and permissions.
5.2.9*	The system must allow a user to render searches of over 1,000 vital events at a time.	YES	myVRS has the ability to allow a user to render searches of over 1,000 vital events at a time with appropriate user access.
5.3	**CORRESPONDENCE**		
5.3.1*	The system must have the ability to generate letters for customer correspondence.	YES	myVRS has the ability to generate letters for customer correspondence.
5.3.2*	The system must have the ability to view previously generated and/or sent customer correspondence.	YES	myVRS has the ability to attach previously generated correspondence, so the end user with correct permissions can view previously generated and/or sent customer correspondence.
5.3.3*	The system must have the ability to edit and send customer correspondence.	YES	myVRS gives users the ability to edit and send customer correspondence through its integrated communication tools.
5.3.4*	The system must have the ability to resend previously sent customer correspondence.	YES	Previously sent correspondence can be resent by opening the attached image and printing or securely emailing it again through myVRS.
5.4	**DOCUMENTATION**		
5.4.1*	The system must have standard forms, permits, and worksheets that are accessible for a user with necessary access.	YES	Standard forms, permits, and worksheets are accessible to users with the necessary security within the system.
5.4.2*	The system must have the ability to propagate data onto documents, forms, permits, and worksheets.	YES	Documents, forms, permits, and worksheets can be automatically populated with data from myVRS.
5.4.3*	The system must have document management storage to house all certificates and associated supporting documents to be tied to the original records (e.g., adoptions).	YES	The system has the capability to store and house all certificates and associated supporting documents, tying them to the original records. Netsmart is also able to integrate with a document management system if the state prefers using a third-party document management. system.
5.5	**FIELDS**		
5.5.1	The system should provide real-time validation for an entered address and prompt if not valid.	CUS	myVRS integrates with Departments of Transportation to offer real-time address validation. This integration includes configurable error messages and the ability to store data elements returned via the API.
5.5.2	The system should be able to populate validated country, state, county, city, and zip code based on selected address.	YES	The geo-coding interface can be configured to meet state-specific needs, provided the data is available via the API. myVRS prompts users to validate the returned address and updates the relevant fields if any data is corrected or updated by the API
5.5.3	The system should prompt if a suite number is appropriate.	YES	The geo-coding interface can be configured to meet state-specific needs, provided the data is available via the API. myVRS prompts users to validate the returned address, including suite or apartment numbers, and updates the relevant fields if any data is corrected or updated by the API

5.5.4	The system should prompt with any suggested address alternative.	The geo-coding interface can be configured to meet state-specific needs, provided the data is available via the API. myVRS prompts users to validate the returned address, including suite or apartment numbers, and updates the relevant fields if any data is corrected or updated by the API. However, the user can reject these suggested addresses and leave the originally typed address. The system will have a field to dictate this was done.
		YES
5.5.5*	The system must have a consistent data input and display format for time across all modules.	myVRS allows users to configure individual fields within events and apply data masks, ensuring that all time data is consistently formatted across all modules.
		YES
5.5.6*	The system must have a consistent data input and display format for phone numbers across all modules.	myVRS has a consistent data input and display format using input masks for phone numbers across all modules, ensuring uniformity and accuracy.
		YES
5.5.7*	The system must have a consistent data input and display format for zip codes across all modules.	myVRS uses input masks for zip codes consistently across all modules.
		YES
5.5.8*	The system must have a consistent data input and display format for dates across all modules.	myVRS has a consistent data input and display format utilizing input masks for dates across all modules.
		YES
5.5.9*	The system must have a consistent data input and display format for whole numbers, decimals, and amounts across all modules.	myVRS utilizes input masks to help ensure a consistent data input and display format for whole numbers, decimals, and amounts across all modules.
		YES
5.5.10*	The system must have the proper data input and display format for social security numbers "000-00-0000" across all modules.	myVRS utilizes an input mask to help ensure a consistent data input and display format for social security numbers. This input mask helps maintain data integrity by enforcing the "000-00-0000" format across all modules.
		YES
5.5.11*	The system must provide spell check functionality for freeform text entry fields as designated by the State of Nebraska.	myVRS supports spell check functionality for freeform text entry fields based upon the State's configuration.
		YES
5.5.12*	The system must have the ability for a user to accept or ignore spell check suggestions.	Spell check suggestions can be accepted or ignored by the user through the right-click menu provided by spellcheck functionality.
		YES
5.5.13*	The system must have the ability to customize (e.g., add to dictionary) the spell check functionality by user with necessary access.	The spell check functionality within the system can be customized by users who have the necessary access permissions. These users can add new words to the dictionary to enhance the spell check feature. This customization is achieved by right-clicking on the word that needs to be added, which will present an option to add it to the dictionary. This allows for a more tailored and accurate spell check experience, accommodating specific terminology or jargon that may be unique to the organization or its workflows.
		YES
5.5.14*	The system must have the ability to configure any data field (user-defined and standard) to be "required" during data entry.	myVRS allows a user with the appropriate role to configure any data field, whether user-defined or standard, to be "required" during data entry.
		YES
5.5.15*	The system must populate data entered into a field throughout the record or order if data is associated.	If a data element appears multiple times within a record, myVRS ensures that all instances are updated simultaneously when one element is modified.
		YES
5.5.16*	The system must ensure that a record is not complete until all required fields pass validity checks.	Each record in myVRS can be configured to require specific required fields before it can be saved. Individual edits can be configured to validate the record's data, ensuring all required fields pass validity checks before the record is fully completed.
		YES

5.6	ALERTS		
5.6.1*	The system must have prompts tied to various data fields to alert the user of questionable or incorrect data.	YES	myVRS includes configurable edits for each field, which can alert users if the data entered is questionable or incorrect.
5.6.2*	The system must, at a minimum, follow the requirements for collecting and editing data as specified by National Vital Statistics System (NVSS), provided here: https://www.cdc.gov/nchs/nvss/revisions-of-the-us-standard-certificates-and-reports.htm	YES	The myVRS solution follows the requirements for collecting and editing data as specified by the National Vital Statistics System (NVSS), including the 2003 revisions of the U.S. Standard Certificates and Reports within in solution.
5.6.3*	The system must have configurable alerts which notifies the user of the status of the record they are accessing (e.g., OVS return status, child is deceased).	YES	myVRS can alert users upon opening a record if there is a specific status associated with the record.
5.7	QUEUE		
5.7.1*	The system must provide a user with a view that highlights important information, notifications, and warnings (e.g., incomplete vital event records sorted by queue).	YES	The myVRS solution offers configurable work queues that can be assigned per user role and filtered by the individual user. This ensures that only the information relevant to their role is presented, including important notifications and warnings.
5.7.2*	The system must queue an incomplete record or order.	YES	myVRS has configurable work queues that allow incomplete records or orders to be efficiently managed and tracked until completion.
5.8	WORKFLOW		
5.8.1*	The system must have configurable workflows.	YES	myVRS allows for the configuration of the look and functionality of individual roles per record. This includes regular workflows, as well as special events, modifications, and amendments.
5.8.2*	The system must have automated workflow process for the electronic signature or completion of a record or order.	YES	When completing a record or order, the myVRS solution facilitates the workflow process with work queues and edits to automate steps and guide the user through the entire process. This process concludes with an electronic signature, whose validations can be configured by super users to ensure the validity of the documentation before completion.
5.8.3*	The system must have the ability to automatically route a record or order to different users involved in the completion, registration and certification process of the record or order.	YES	myVRS uses configurable work queues to route records or orders to the appropriate source based on the state of the individual record.
5.8.4*	The system must have the ability to automatically transfer a record or order to different users involved in the completion, registration and certification process of the record or order.	YES	myVRS can be configured using edits to automatically populate fields or transfer a record based on identified requirements.
5.9	FUNCTIONALITY		
5.9.1*	The system must allow a user with necessary access the ability to query, override, or bypass defined fields.	YES	Edits within myVRS can be configured to allow any user or role with the necessary access to query, override, or bypass defined fields.
5.9.2	The system should have the ability to send secure messages to any user within the respective module.	YES	myVRS provides users with an internal messaging system that allows secure communication and the ability to attach quick links to individual records for review.
5.9.3	The system should have the ability to create and track timelines based on actual calendar or business days.	YES	The myVRS solution provides the ability to create and track timelines using configurable reports or work queues, where the business rules can be defined by the state.
5.9.4*	The system must ensure that when a record or order is completed by an end user the record or order can no longer be manipulated by end user.	YES	Any record within myVRS can be configured to lock down all elements upon completion, preventing further manipulation by the end user.

5.9.5*	The system must have the ability to place or remove a record from an administrative hold or alert, which is only put in place by a user with necessary access. This hold would disallow the printing of legal certified copies of a certificate.		YES	The myVRS solution allows for the configuration of role-based access to set required holds or alert flags within individual records. Once a flag is triggered, reports can be configured with security settings to prevent the printing of legal certified copies while the flag is present. The functionality associated with any hold or alert can be fully configured within the system.
5.9.6*	The system must allow a user with necessary access to view, print, crop, rotate and resize a vital event certificate image.		YES	myVRS provides the ability to annotate, redact, crop, rotate, and resize an image prior to printing, provided the user has the appropriate permissions to perform these actions.
5.9.7*	The system must allow a user with the necessary access the ability to print attachments.		YES	The myVRS solution allows for the configuration of roles to meet the State's needs, including granting users the ability to print attachments.
5.9.8*	The system must provide the ability to print a blank form.		YES	Documents within the myVRS solution can be configured to display on events or on the blank forms dropdown on the homepage without data, allowing users to print blank forms as needed.
6	**ALL VITAL EVENT REGISTRATION MODULES**			
6.1	**GENERAL**			
6.1.1*	The system must be able to accommodate rejected vital event records, including queues for viewing the rejected records.		YES	Event records can be rejected and routed into an appropriate work queue for review. Front-end users with the appropriate security permissions have the ability to mark records as rejected and provide a reason for the rejection. Once marked, these records are systematically directed into a designated work queue where they can be reviewed further. This process allows for the efficient handling and examination of rejected records, ensuring that all necessary information and reasons for rejection are clearly documented and accessible for subsequent review.
6.1.2*	The system must have the ability to manipulate and retain the original vital event record in the case of processing an amendment.		YES	When processing amendments, myVRS preserves the original vital event record as a sealed record, while the updated record becomes the current version of the system.
6.2	**REGISTER**			
6.2.1	*The system must encompass the end-to-end process of registering the following vital events:*			Netsmart confirms and agrees that the proposed system will fully encompass the end-to-end process for registering all vital events as specified in the RFP. Our solution is designed to support comprehensive workflows for: • Birth • Death • Marriage • Dissolution of Marriage • Fetal Death • Induced Termination of Pregnancy (ITOP) Each event type will be managed through secure, role-based access and intuitive interfaces that streamline data entry, validation, and issuance processes. The system will ensure compliance with all applicable State and Federal requirements while providing flexibility for future enhancements.

6.2.1.1*	Birth;	myVRS allows the registration of birth records from initiation to registration. This means that the system supports the entire process of recording a birth, starting from the initial entry of birth details to the final registration of the birth record. The process includes capturing essential information such as the date and time of birth, the place of birth, and the details of the parents. The system is designed to streamline the workflow, making it easier for users to input and manage birth records efficiently. YES
6.2.1.2*	Death;	myVRS facilitates the flow of death records among various user roles. The process starts with entering initial details of the deceased, such as name, date of birth, and date of death. The system allows for documenting the cause of death, including the attending physician's certification, contributing factors, and medical history. It also supports registering the death record with relevant authorities, striving for compliance with local and national regulations. This approach aims to streamline the death registration process, making it more efficient and accurate for healthcare providers, legal entities, and family members. YES
6.2.1.3*	Marriage;	Marriage records can be initiated and registered in myVRS. This process involves entering the necessary details of the marriage into the myVRS system, which is designed to handle vital records. The system allows for the accurate recording of marriage information, including the names of the individuals getting married, the date of the marriage, and other relevant details. Once the information is entered, it is stored within the myVRS database, making it accessible for future reference and verification. This helps in maintaining a comprehensive and organized record of marriages. YES
6.2.1.4*	Dissolution of Marriage;	Dissolution of marriage records can be initiated and registered within myVRS. This functionality allows users to manage and document all necessary information related to the dissolution of marriage. The system supports the entry of relevant data, ensuring that all required fields are completed accurately. Users can track the progress of the dissolution process, including any associated tasks and deadlines. Additionally, the system provides the capability to generate reports and access historical data related to the dissolution of marriage, facilitating comprehensive record-keeping and compliance with state and federal reporting requirements. YES

6.2.1.5*	Fetal Death;	YES	Fetal death records may be initiated and registered using myVRS. This system allows for the comprehensive documentation and management of fetal death events. The process involves entering relevant information into myVRS, which then facilitates the registration and tracking of these records. This ensures that all necessary details are captured accurately and efficiently, adhering to the required compliance and reporting standards. The use of myVRS helps streamline the workflow for funeral directors and healthcare providers, enabling them to manage fetal death records systematically and in accordance with organizational and regulatory guidelines.
6.2.1.6*	Induced Termination of Pregnancy (ITOP).	YES	ITOP records can be initiated and registered within myVRS, providing comprehensive documentation and tracking.
6.3	**FUNCTIONALITY**		
6.3.1*	The system must allow the collection of all vital record data with both data rules and field validations, based on the NCHS (National Center for Health Statistics) Standard Record layout or the Inter-Jurisdictional Exchange (IJE) file layout.	YES	myVRS is NCHS compliant.
6.3.2*	The system must have a process to void a vital event record.	YES	myVRS users with the appropriate roles can void a vital event record through the system's designated voiding process.
6.3.3*	The system must automatically route a vital event record through the predefined workflow, advancing it from one user to the next in the appropriate sequence until the record is completed and finalized.	YES	myVRS automatically routes a vital record using work queues to allow all pertinent users in the workflow to complete their portion until the record is registered. The system is designed to follow predefined workflows, ensuring that each step is completed in the appropriate sequence. This includes routing the record to the relevant staff members or roles based on the configured workflow rules. For example, when a vital event occurs, the system will trigger the workflow and assign tasks to the designated users. Each user will receive a notification to complete their specific task, such as entering data, reviewing information, or providing approvals. The workflow will continue to advance the record from one user to the next until all required actions are completed and the record is finalized. This automated routing process helps streamline the workflow, reduce manual intervention, and strive to ensure that all necessary steps are followed accurately and efficiently.
6.3.4*	The system must generate and assign a unique and sequential State File Number for each vital event record.	YES	myVRS assigns a unique and sequential State File Number to each vital event record.
6.3.5*	The system must allow a user with necessary access the ability to change a State File Number.	YES	myVRS can provide the ability to change the State File Number of a record through user role configuration. Roles can be configured to either change a record directly or require a modification.
6.3.6*	The system must automatically search for duplicate vital event records and, if found, alert user.	YES	Yes, during initial record entry, myVRS can check the system automatically for any existing duplicates across events based on unique key fields. If a duplicate is found, the user is notified.
6.3.7*	The system must be designed so that no duplicate vital event record can be entered. The system must use fields designated by the State of Nebraska for duplicate checks.	YES	myVRS checks the system for any duplicate event records based on unique key fields or State of Nebraska designated fields. If a duplicate is found, the user is notified.

6.3.8*	The system must allow a vital event record to be corrected with the assignment of correction indicators (e.g., affidavit/correction number, "amendment" notation, and amended date).		YES	myVRS change request will assign a unique number to the correction/amendment, the date corrected/amended and a notation as appropriate.
7	**COMBINED MODULES**			
7.1	**BIRTH & DEATH**			
7.1.1*	The system must have the ability to identify records where birth and death record data does not match (e.g., when a death record does not have a corresponding birth record).		YES	After the birth-death match process, records flagged as no match found are available in a report or work queue for review. Users can investigate and resolve discrepancies.
7.1.2*	The system must have the ability to match and link birth and death records together.		YES	myVRS has a matching process to link birth and death records based on selected criteria.
7.2	**DEATH & FETAL DEATH**			
7.2.1*	The system must provide spell check functionality for the cause of death or medically related fields.		YES	Cause of death and medically related fields have an automatic spell check functionality integrated into the system.
7.2.2*	The system must allow for querying a medical certifier after a vital event record has been filed with a State File Number.		YES	Medical certifiers can be queried through the system after a vital event record has been filed with a State File Number.
7.3	**BIRTH, DEATH, & FETAL DEATH**			
7.3.1*	The system must validate based on the Inter-Jurisdictional Exchange (IJE) standard.		YES	The myVRS solution is configured to validate data against IJE standards.
7.3.2*	The system must allow for local registration by counties as specified by the State of Nebraska before registration at the state-level.		YES	myVRS can follow local or state-level registration workflow based on state specifications.
7.4	**BIRTH, DEATH, FETAL DEATH, MARRIAGE, & DISSOLUTION OF MARRIAGE**			
7.4.1*	The system must have the ability to print non-certified copies of certificates from the Birth, Death, Fetal Death, Marriage, and Dissolution of Marriage Modules.		YES	myVRS allows users with appropriate permissions to print non-certified copies of certificates from the Birth, Death, Fetal Death, Marriage, and Dissolution of Marriage Modules.
7.4.2*	The system must store the State and Local Registrar's information that is to be added based on the file date on validated state vital event records.		YES	myVRS stores the State and Local Registrar information in the event record as well as a table with start and end dates of active terms of service.
7.5	**MARRIAGE & DISSOLUTION OF MARRIAGE**			
7.5.1*	The system must have document forms, licenses, and worksheets that are accessible to a user with necessary access.		YES	Populated forms, licenses and worksheets are available to users with the appropriate access from within an event record. Blank fillable forms, licenses and worksheets are available to users with the appropriate permissions from the blank forms menu.
8	**BIRTH MODULE**			
8.1	**BIRTH MODULE**			
8.1.1*	The system must have the ability to enter a delayed birth record, new adoption record, and a foreign-born birth record.		YES	myVRS allows users to enter delayed birth records for missed or delayed registrations. It supports new adoption records, documenting legal adoptions and updating birth information. myVRS also handles foreign-born birth records, ensuring accurate maintenance of these records within the system.

8.1.2*	The system must have the ability to flag and unflag a birth record as deceased.	YES	myVRS includes Birth and Death matching, which allows Nebraska DHHS to mark the birth record as DECEASED and populate the date of death in the birth record. This feature is particularly useful for maintaining accurate and up-to-date records. When a death record is matched with a birth record, the system automatically flags the birth record to indicate that the individual is deceased. Additionally, the date of death is added to the birth record for reference. If necessary, this process can also be reversed, allowing the birth record to be unflagged as deceased. This flexibility ensures that records can be updated accurately in case of errors or changes in information.
8.1.3*	The system must pre-load data flagged by the State of Nebraska for multiples birth records (e.g., twins, triplets).	YES	myVRS COTS Birth module automatically pre-loads non-child-specific data between multiple birth records, such as those for twins or triplets. This functionality is designed to streamline the data entry process by ensuring that shared information, which is not unique to each child, is consistently and accurately replicated across all relevant records. The fields that are subject to this automatic copying are table-driven, meaning they are defined and managed through a configurable table within the system. This setup allows for flexibility and customization, enabling the State of Nebraska to easily update and include any additional fields as needed. This ensures that the system can adapt to specific requirements and changes over time, providing a robust solution for managing multiple birth records efficiently.
8.1.4	The system should auto-fill stored birth attendant information maintained by the facility.	YES	Attendant information can be filtered by the facility, allowing users to easily access and select the relevant birth attendant details specific to the facility in question. This ensures that the correct information is readily available and can be efficiently utilized across various forms and documentation within the system.
9	**DEATH MODULE**		
9.1	**DEATH MODULE**		
9.1.1*	The system must allow a user with necessary access the ability to save a death record without the cause of death indicated, as a pending investigation record.	YES	A user with an appropriate role and security can save a death record as pending investigation without specifying the cause of death. This functionality is standard in the myVRS Commercial Off-The-Shelf (COTS) system. The system will automatically flag these records for follow-up once the cause of death is determined. This feature allows for the accurate and timely recording of death records even when the cause of death is not immediately available, facilitating ongoing investigations and ensuring that records are updated as new information becomes available.
9.1.2*	The system must provide a connection to Validations and Interactive Edits Web Service (VIEWS) to review medically related fields.	YES	myVRS can connect to VIEWS to review medically related fields through validations and interactive edits.

9.1.3*	The system must allow a user with necessary access to sign permits.		YES	Users with the necessary access can electronically sign permits within the system. The system recognizes users with appropriate permissions, allowing them to log in, review permit details, and apply their electronic signature for authorization. The signature is captured and stored for future reference and compliance. This feature streamlines permit approval, making it more efficient and secure.
10	**MARRIAGE MODULE**			
10.1	**MARRIAGE MODULE**			
10.1.1*	The system must automatically file a marriage record that has fulfilled State of Nebraska specific criteria.		YES	myVRS can automatically file a marriage record that has fulfilled specific criteria.
10.1.2*	The system must auto-fill county clerk and fee information.		YES	myVRS can default the county clerk and fee information based on the record configuration.
11	**DISSOLUTION OF MARRIAGE MODULE**			
11.1	**DISSOLUTION OF MARRIAGE MODULE**			
11.1.1*	The system must automatically file a dissolution of marriage record that has fulfilled State of Nebraska specific criteria.		YES	myVRS can automatically electronically file a dissolution of marriage record that has fulfilled specific criteria.
12	**FETAL DEATH MODULE**			
12.1	**FETAL DEATH MODULE**			
12.1.1*	The system must automatically search for associated birth events upon record entry, in the event a fetal death occurs, an error message must display for the affected user.		YES	myVRS can be configured to search birth records for data matching the entered fetal death information and alert the user if a duplicate entry is detected.
13	**ORDER MANAGEMENT MODULE**			
13.1	**GENERAL**			
13.1.1*	The system must allow a user with necessary access to issue certified copies of an individual certificate.		YES	Users with the role and security will be able to issue certified copies of an individual certificate.
13.1.2*	The system must support the ordering and purchase of a commemorative certificate for a nonviable birth event.		YES	myVRS offers comprehensive support for this requirement by allowing the configuration of service and fee structures within the solution. This capability includes the ordering and purchasing of commemorative certificates, provided they are supplied to myVRS.
13.1.3*	The system must provide a user with necessary access the ability to manage all transactions.		YES	With the appropriate permissions configured, the system allows designated users to manage all transactions effectively.
13.1.4*	The system must link the order to vital event record.		YES	The myVRS solution is configured to link each order directly to the corresponding vital event record, ensuring accurate and seamless tracking of all related transactions.
13.1.5*	The system must link the order to an invoice and payment.		YES	myVRS ensures that all invoices and payment generation are directly linked to the orders for which they were created, providing a seamless and integrated transaction process.
13.1.6	The system should connect all issued controlled documents (serialized certificate paper) to a receipt and to an order.		YES	myVRS links documents to the receipt and order, ensuring that all issued controlled documents are accurately tracked and connected.
13.1.7	*The system must support the ordering, purchase, and printing of legal certified copies of certificates on security paper for the following vital events:*			myVRS system supports the ordering, purchase, and printing of legal certified copies of certificates on security paper for birth, death, and fetal death events.
13.1.7.1*	Birth;		YES	myVRS system supports the ordering, purchase, and printing of birth event legal certified copies on security paper.
13.1.7.2*	Death;		YES	myVRS system supports the ordering, purchase, and printing of death event legal certified copies on security paper.

13.1.7.3*	Marriage;		YES	myVRS system supports the ordering, purchase, and printing of marriage event legal certified copies on security paper.
13.1.7.4*	Dissolution of Marriage;		YES	myVRS system supports the ordering, purchase, and printing of dissolution of marriage legal certified copies on security paper.
13.1.7.5*	Fetal Death;		YES	myVRS system supports the ordering, purchase, and printing of fetal death legal certified copies on security paper.
13.1.7.6*	Birth Resulting in Stillbirth.		YES	myVRS system supports the ordering, purchase, and printing of legal certified copies on security paper.
13.2	**SYSTEM**			
13.2.1*	The system must generate and assign a unique and sequential transaction number for each sales transaction.		YES	myVRS generates and assigns a unique and sequential transaction number for each Correspondence Accounting System (CAS) applicant transacted service.
13.2.2*	The system must generate and assign a unique and sequential invoice number for each invoice.		YES	Unique and sequential numbers are generated and assigned to each invoice by the system to ensure proper tracking and identification.
13.2.3*	The system must allow a user with necessary access to flag returned certificates on the order.		YES	A user with appropriate access can flag returned certificates on the order within the system.
13.2.4*	The system must generate and assign a unique and sequential number for each print transaction of a legal certified copy a of certificate.		YES	myVRS generates a unique and sequential number in document tracking for each print transaction of a legal certified copy of a certificate.
13.2.5*	The system must allow a user with necessary access to print a legal certified copy of a certificate from an altered (cropped, rotated, resized) vital event certificate image.		YES	myVRS allows a user with appropriate permissions to print a legal certified copy of a certificate from an altered (cropped, rotated, resized) vital event certificate image.
13.2.6*	The system must have a process to link, safeguard, and store serialized security paper identifiers.		YES	myVRS document tracking links and stores numbered security paper with unique identifiers. This ensures that each document can be accurately tracked and safeguarded throughout its lifecycle.
13.3	**ORDERS**			
13.3.1*	The system must have the ability to process regular mail orders.		YES	myVRS processes regular mail orders efficiently, ensuring timely and accurate fulfillment.
13.3.2*	The system must have the ability to add internal notes to an order without restricting the length.		YES	Internal notes can be added to an order with no restriction on the length, allowing for comprehensive documentation.
13.3.3*	The system must enter and save shipping information, including shipping method and address.		YES	myVRS saves shipping information, including shipping method and address in the record.
13.3.4*	The system must have the ability to post by line item and fee.		YES	myVRS posts payments, adjustments, and transfers by line item and fee, ensuring accurate and detailed financial tracking for each client account.
13.3.5*	The system must have the ability to calculate accurate charges based on quantity of documents requested.		YES	myVRS calculates accurate charges based on the quantity of documents requested by applying predefined billing rules and rates.
13.3.6*	The system must have the ability to set up a fee schedule by vital record document type, including effective and termination dates to the fees.		YES	myVRS uses effective and termination dates to set up a fee schedule by vital record document type.
13.3.7*	The system must have the ability to set multiple fees for each vital record document type.		YES	Multiple fees can be set for each vital record document type based on various criteria.
13.4	**DATA**			
13.4.1*	The system must be able to track the certificate type.		YES	myVRS can track the certificate type issued or printed.
13.4.2*	The system must be able to track the method of certificate delivery.		YES	myVRS tracks the method of certificate delivery.
13.5	**DOCUMENTS**			
13.5.1*	The system must maintain a record of all printed certificates that are destroyed, including method and reason for destruction.		YES	Printed certificates that are destroyed are recorded, including the method and reason for destruction in document tracking.

13.5.2*	The system must have the ability to attach files with a minimum of the following file types (PDF, .doc, .jpeg, .png, .tiff) to an order.		YES	The attachment of file types .pdf, .doc, .jpeg, .png, and .tiff is supported by myVRS.
13.5.3*	The system must have the ability to mark a document control number as "destroyed" with a reason for discarding (e.g., poor print quality, printing error, etc.).		YES	myVRS can mark a document control number as destroyed with a reason for discarding, such as poor print quality or printing error in document tracking.
13.6	**QUEUE**			
13.6.1*	The system must have the ability to queue orders based on status.		YES	myVRS can queue orders based on status, allowing for efficient order management and prioritization.
13.7	**PAYMENTS**			
13.7.1	*The system must have the ability to support the following payment types:*			
13.7.1.1*	Debit Card;		YES	Documentation of Debit Card payment types are supported by the myVRS system.
13.7.1.2*	Credit Card;		YES	Documentation of Credit Card payment types are supported by the myVRS system.
13.7.1.3*	Money order;		YES	Documentation of Money Order payment types are supported by the myVRS system.
13.7.1.4*	Check;		YES	Documentation of Check payment types are supported by the myVRS system.
13.7.1.5*	Cash.		YES	Documentation of cash payment types are supported by the myVRS system.
13.7.2*	The system must enforce mandatory field validation to prevent payment processing before all required fields are populated, as mandated by the State of Nebraska.		YES	myVRS enforces mandatory field validation to prevent payment processing until all required fields are populated.
13.7.3*	The system must have the ability to track payment status (i.e., refund, payment, discounted/free, or no payment).		YES	Payment status is tracked by the system, which includes the ability to monitor refunds, payments, discounts/free services, and no payments.
13.7.4*	The system must have cash handling capabilities for each cashier station.		YES	Each cashier station can have cash handling capabilities in the myVRS system.
13.8	**PRINT**			
13.8.1*	The print queue must list pending document print jobs, including approval status. Document Control Numbers must be assigned at print time and recorded in the database.		YES	myVRS contains work queues for approvals. Document control numbers are contained in document tracking after printing.
13.8.2*	The system must allow a user with necessary access the ability to print a replacement of a legal certified copy of a certificate.		YES	Replacements of a legal certified copy can be printed by users with the appropriate permissions in the myVRS system.
13.8.3*	The system must provide the ability to print a certificate with amendments.		YES	Certificates with amendments can be printed by the myVRS system.
13.8.4	The system should print labels of various sizes, as needed for mailings, etc.		YES	myVRS can print various sizes of labels as needed for mailings and other purposes.
13.8.5*	The system must have the ability to print a batch of documents.		YES	myVRS can print a batch of documents as a scheduled job or on demand.
13.8.6*	The system must have the ability to reprint a batch of documents.		YES	Document batches may be reprinted in myVRS
13.8.7	The system should have the ability to print common correspondence letters.		YES	Common correspondence letters can be printed from myVRS.
13.8.8*	The system must not allow a record with a specific status to be printed.		YES	myVRS can prevent printing based on a specific status by configuring the system to restrict printing permissions for records with that status.
13.8.9*	The system must have the ability to print and reprint an invoice.		YES	Invoices can be printed and reprinted from the system as needed.
13.8.10*	The system must have the ability to print and reprint a receipt.		YES	A receipt may be printed and reprinted from the system as needed.
13.9	**SHIP**			
13.9.1	The system should have the ability to ship orders via UPS or USPS.		YES	myVRS can generate shipping labels and costs for an order for a variety of shipping companies, including UPS or USPS.
13.9.2	The system should have the ability to generate shipping labels to be printed, or blank labels that need to be handwritten.		YES	myVRS can generate shipping labels for an order or print a blank label that needs to be handwritten.

13.9.3	The system should have the ability to void a shipping label.	YES	myVRS has the ability to void a shipping label directly within the system, ensuring accurate and up-to-date shipping information.
13.9.4	The system should have the ability to view and access shipping functions.	YES	A user with appropriate authority will be able to view and access shipping functions within the system.
13.9.5	The system should have the ability to generate a detailed report with an existing or previous shipping vendor manifest (e.g., when a manifest is created, an email is sent, notifying the customer their order has been shipped).	YES	myVRS can generate a detailed report on shipping vendor activities, including emails.
13.10	**FUNCTIONALITY**		
13.10.1	The system should provide a kiosk provided and maintained by the Vendor for the processing of vital record order requests and process payments for customers.	NA	Netsmart does not supply.
~~13.10.2~~	~~The system should provide credit card machines provided and maintained by the Vendor for the processing of payments for customers.~~		
13.10.3*	The system must track requests and accept payment for all transactions.	YES	The myVRS Correspondence Accounting System tracks requests, payments, and services within a single module, ensuring efficient and accurate management of all transactions.
13.10.4*	The system must have the ability to calculate order fees automatically.	YES	The myVRS Correspondence Accounting System automatically calculates fees based on the configurable fee table and the number of copies specified, ensuring accurate and efficient fee management.
13.10.5*	The system must allow manual processing of checks, money orders, or cash payments for orders including the requestor, request reason, amount, and request type.	YES	The myVRS Correspondence Accounting System allows for the manual entry of any payment accepted by the state using a configurable dropdown. The system captures all necessary details, including the requestor, request reason, amount, and request type, within the module.
13.10.6*	The system must have the ability to close orders.	YES	The myVRS Correspondence Accounting System can close and lock down orders based on their status or specific actions, in accordance with the requirements of the state.
13.10.7*	The system must allow a user with necessary access to void an order that has been paid in full.	YES	The myVRS Correspondence Accounting System allows a user with necessary access to void an order that has been paid in full.
13.10.8*	The system must allow a user with necessary access to void an order before it is closed.	YES	The myVRS Correspondence Accounting System allows a user with necessary access to void an order before it is closed.
13.10.9*	The system must allow a user with necessary access to make updates to a completed order.	YES	The myVRS Correspondence Accounting System allows a user with necessary access to make updates to a completed order.
13.10.10*	The system must allow a user with necessary access to cancel an unpaid order.	YES	The myVRS Correspondence Accounting System allows a user with the necessary access to cancel an unpaid order.
13.10.11*	The system must allow a user with necessary access to process individual orders.	YES	The myVRS Correspondence Accounting System provides work queues for individual orders that are ready for processing. The system also offers manual search capabilities, enabling users to find and process specific orders efficiently.
13.10.12*	The system must have a specific status for certificates that are waiting on verification.	YES	myVRS provides configurable data tables that can be modified by system administrators to include the status of certificates. The specific status for certificates waiting on verification can be determined and set by the state.
13.10.13*	The system must have an automated workflow to assign a specific status to certificates waiting on verification, this status would disallow the issuance of the certificate.	YES	myVRS provides configurable functionality through edits that can automatically update the status of a certificate. The system also includes print security features to prevent users from issuing certificates that are waiting on verification.

13.10.14*	The system must have the ability to process refunds.	YES	The myVRS solution provides the ability to process refunds, including recording the refund reason and check number if applicable. Additionally, the solution offers a report that can be dynamically updated based on the circumstances of the return
13.10.15*	The system must have the ability to generate order slips.	YES	An order slip can be generated by myVRS as a document for a specific applicant record or a report.
13.10.16*	The system must be able to track how staff validated identity and eligibility of the person requesting the certificate.	YES	myVRS can track how staff validated the identity and eligibility of the person requesting the certificate by recording the methods and outcomes of the verification process within the system.
13.10.17*	The system must produce a receipt for each order transaction based on fields that are stipulated by the State of Nebraska.	YES	myVRS can track how staff validated the identity and eligibility of the person requesting the certificate by recording the methods and outcomes of the verification process within the system.
13.10.18*	The State maintains its own credit card processor. The vendor must ensure compatibility with this system. The vendor is not responsible for payment processing.	YES	Netsmart acknowledges and agrees to the requirement that the proposed system must ensure compatibility with the State's identified credit card processing solution. Our system is designed to interface seamlessly with external payment processing vendors through secure, standards-based integration methods. While Netsmart will ensure full compatibility and provide the necessary integration points to support payment workflows, we understand that the State will maintain its own credit card processor and that Netsmart is not responsible for actual payment processing. Our role will be to enable secure data exchange and ensure that transactions initiated within the Vital Records system are properly routed to the State's designated processor. This approach helps guarantee: • Secure integration with the State's payment processor • Streamlined user experience for payment-related activities without compromising system integrity
13.11	**CONFIGURATION**		
13.11.1*	The system must have the ability to add, update, or configure custom fees with a date parameter.	YES	The myVRS solution allows users with access to update data validation tables directly within the system. This includes the ability to add, update, or configure custom fees with a date parameter, ensuring that the custom fee table is tailored to the state's specific requirements.
13.11.2*	The system must allow a user with necessary access to configure the invoice template.	YES	The built-in reporting tool allows users with the necessary access to configure invoice templates, as well as other documents or reports within the system.
13.11.3*	The system must allow a user with necessary access to configure the order slip template.	YES	The built-in reporting tool allows users with the necessary access to configure order slip templates, as well as other documents or reports within the system.
14	**REPORTS**		
14.1	**GENERAL**		
14.1.1*	The system must have the ability to create or modify reports.	YES	myVRS users can create or modify reports using its ad hoc reporting tool.
14.2	**FUNCTIONALITY**		

14.2.1*	The system must allow a user with necessary access to generate a report of detailed and/or summary financial reports by user, terminal, or submission source and current status.	YES	myVRS allows a user with appropriate access to generate a detailed or summary report by a number of parameters including user, terminal, submission source and current status.
14.2.2*	The system must allow a user with necessary access to view custom, on-demand, or ad-hoc reports of any data, orders, payments, or records in the system.	YES	A user may view custom, on-demand, or ad-hoc reports of any data, orders, payments, or records in the system, provided they have the necessary access.
14.2.3*	The system must allow a user with necessary access to create custom, on-demand, or ad-hoc reports of any data, orders, payments, or records in the system.	YES	Users with the necessary access can create custom, on-demand, or ad-hoc reports of any data, orders, payments, or records within the system.
14.2.4*	The system must allow a user with necessary access to copy custom, on-demand, or ad-hoc reports of any data, orders, payments, or records in the system.	YES	Users with the necessary access can copy custom, on-demand, or ad-hoc reports of any data, orders, payments, or records within the system.
14.2.5*	The system must allow a user with necessary access to update custom, on-demand, or ad-hoc reports of any data, orders, payments, or records in the system.	YES	Users with the necessary access can update custom, on-demand, or ad-hoc reports of any data, orders, payments, or records within the system.
14.2.6*	The system must allow a user with necessary access to delete custom, on-demand, or ad-hoc reports of any data, orders, payments, or records in the system.	YES	Users with the necessary access can create delete, on-demand, or ad-hoc reports of any data, orders, payments, or records within the system.
14.2.7*	The system must allow a user with necessary access to schedule and deliver custom, on-demand, or ad-hoc reports of any data, orders, payments, or records in the system.	YES	Users with the necessary access can schedule custom, on-demand, or ad-hoc reports of any data, orders, payments, or records within the system.
14.2.8	The system should allow a user with necessary access to export or download custom, on-demand, or ad-hoc reports of any data, orders, payments, or records in the system.	YES	Users with the necessary access can export or download custom, on-demand, or ad-hoc reports of any data, orders, payments, or records within the system. This can be accomplished using the configurable search screens or the built-in reporting tool.
14.2.9*	The system must allow a user with necessary access to print or reprint custom, on-demand, or ad-hoc reports of any data, orders, payments, or records in the system.	YES	Users with the necessary access can print or reprint custom, on-demand, or ad-hoc reports of any data, orders, payments, or records within the system.
14.3	**CONFIGURATION**		
14.3.1	The system should allow a user with necessary access to configure letter templates.	YES	The myVRS solution includes a built-in reporting tool that allows users to configure individual documents. The solution also supports the dynamic updating of documents based on selections within a record.
14.3.2	The system should have the ability to customize template letterhead.	YES	The myVRS solution allows for the customization of template letterhead, using the built-in reporting tool, to meet specific organizational needs.
15	**INTEGRATION**		
15.1	**INTERFACE**		
15.1.1*	The system must integrate with the State and Territorial Electronic Vital Event (STEVE), Social Security Administration (SSA), Electronic Verification of Vital Events (EVVE), and internal state agencies for data collection and reporting purposes.	YES	The myVRS solution integrates with STEVE using the new FHIR interface, as well as with SSA and EVVE electronically. It also supports integration with internal state agencies via data imports.

15.1.2*	The system must securely integrate with various state agency systems for sharing HIPAA related data.		YES	The integrated exchange of data between organizations is supported through Health Level Seven (HL7), Clinical Context Object Workgroup (CCOW), Continuity of Care Documents (CCD), APIs, Web services, XML, and FHIR. Netsmart's interoperability platform can also be leveraged, supporting a variety of interfacing standards: XCA, ADT, ORM, HL7, ORU, ANSI, XCPD, IHE, API, VPN, FHIR, eFax and Direct security messaging.Netsmart continues to expand capabilities as industry standards expand. FHIR is one example where we leverage this technology to connect and share data. Netsmart CareConnect supports bi-directional HL7 FHIR transactions (STU3 and R4 support) via REST architecture. Netsmart CareConnect's FHIR APIs can support both JSON or XML transmission over the HL7 FHIR API suite; this is quantified by the actor via the 'Content_Type' in the HTTP header. Netsmart has several active and some live FHIR projects where external provider organizations who use non-Netsmart EHR solutions are connecting to our systems for interoperability.Netsmart clients use these to exchange information with other EHRs, Payor systems, Health Information Exchanges (HIEs), Laboratory Information System (LIS), Lab Companies, Pharmacy solutions, Food Service and Dietary solutions, State Medicaid systems and other healthcare solutions. Netsmart clients also use our APIs to integrate with Master Patient/Person Index (MPI) solutions, state gun registry systems, State Child Welfare solutions (Comprehensive Child Welfare Information System - CCWIS), financial applications and a variety of other solutions. Our APIs have also been used by Netsmart clients to integrate with
15.1.3*	The system must integrate with the State of Nebraska's Vital Records unit's online order management application.		CUS	myVRS currently integrates with other online management applications and could create a connection with the State of Nebraska's Vital Records unit's online order management application.
15.1.4	The system should integrate with the State of Nebraska's financial system for all collected revenue.		YES	myVRS can be configured to integrate with the State of Nebraska's financial system for all collected revenue through standard interfaces or customized web services.
15.2	**IMPORT**			
15.2.1*	The system must provide the ability to import files including but not limited to the Inter-Jurisdictional Exchange (IJE) standard.		YES	myVRS supports the import of files.
15.2.2*	The system must generate error files identifying import failures.		YES	If an error occurs during the import process, the system generates error files that identify the specific import failures. These error files provide detailed information about the nature of the failure, allowing users to understand and address the issues. Additionally, a configurable message within the system explains the error to the front-end users, helping them to take appropriate corrective action.
15.2.3*	The system must generate error prompt boxes identifying any manual import failures.		YES	myVRS has a prompt that will notify the end user of import failures in which they can further investigate in the error file.
15.2.4*	The system must have the ability to electronically schedule imports.		YES	The myVRS solution allows users to electronically schedule imports, ensuring seamless integration with external systems.

15.2.5*	The system must have the ability to cancel or reverse a data import which would automatically remove the imported record and/or associated data.	CONFIG	With configuration, we would implement a way to recall imported data. This would be accomplished within the scheduled project timeline.
15.2.6*	The system must have an import process; as the data file is imported, values on the file should be able to be validated or decoded.	YES	myVRS includes a robust import process that validates and decodes values from data files as they are imported into the system.
15.2.7*	The system must have the ability to decode or populate import data based on missing or incomplete values (e.g., table validation, stored procedure, or default values).	YES	myVRS can decode, populate or import data based on missing or incomplete values using table validation, stored procedures, or default values.
15.2.8*	The system must import dissolution of marriage events from the State of Nebraska's Justice System data daily (format fixed width).	YES	myVRS can import dissolution of marriage events from the State of Nebraska's Justice System data daily in a fixed-width format.
15.2.9*	The system must provide the ability to import or lookup coded files from the National Center for Health Statistics (NCHS) in accordance with their reporting requirements, and once uploaded have the ability to insert these imported files (codes) and place them in to the appropriate fields attached to the applicable records. This includes International Classification of Diseases (ICD)-10 codes and bridge-race codes. See www.cdc.gov/nchs/nvss/revisions-of-the-us-standard-certificates-and-reports.htm	YES	The myVRS solution provides the ability to import or look up coded files from the National Center for Health Statistics (NCHS) in accordance with their reporting requirements. Once these files are uploaded, the system can insert the imported codes into the appropriate fields attached to the applicable records. This includes the ability to handle International Classification of Diseases (ICD)-10 codes and bridge-race codes, ensuring that all relevant data is accurately placed within the system.
15.3	**EXPORT**		
15.3.1*	The system must provide the functionality to transmit from all death records the decedent's data to the Social Security Administration (SSA). This functionality meets the terms and conditions under which SSA will verify SSN's (social security numbers) for the State of Nebraska.	YES	The myVRS solution provides the functionality to electronically transmit decedent data from all death records to the Social Security Administration (SSA) in real time. Once all the appropriate data is entered into a death record, the system automatically transmits this information to the SSA and updates the record with the response, ensuring compliance with the terms and conditions under which SSA verifies SSNs for the State of Nebraska.
15.3.2*	The system must generate error files identifying export failures.	YES	myVRS generates error files to identify export failures. These error files can be directed to a specific location if scheduled or downloaded directly to the user's machine when running ad-hoc.
15.3.3*	The system must generate error prompt boxes identifying any manual export failures.	YES	myVRS has a prompt that will notify the end user of export failures in which they can further investigate in the error file.
15.3.4*	The system must have the ability to electronically schedule exports.	YES	myVRS can schedule exports electronically to automate the process of data extraction and reporting.
15.3.5*	The system must have an export process; as the data file is produced, values on the file should be able to be validated or decoded.	YES	Values may be validated or decoded during the export process.
15.3.6*	The system must have the ability to produce standard or ad hoc data exports with a file type (.xlsx, .csv, .txt, .pdf) of complete or partial information and/or records.	YES	myVRS can produce standard or ad hoc data exports in multiple file types (.xlsx, .csv, .txt, .pdf) containing complete or partial information and/or records.
15.3.7*	The system must have a way for the State of Nebraska to automate control of when a record needs to be sent or resent.	YES	Flags can be set within the system to automate the control of when a record needs to be sent or resent for the State of Nebraska.
16	**ANALYTICS TOOL**		
16.1	**ANALYTICS TOOL**		

16.1.1	The system should have an analytics tool within the system to identify data duplication, discrepancies, and outliers.		YES	As data is processed inbound to our solution it undergoes data quality checks to help ensure it is valid within our system. Data that does not meet these quality standards will be rejected and not accepted into the solution. Users with permissions has access to the standard reporting tools and can also leverage creating its own set of reports via the ad hoc reporting tool. Reports such as overlapping visits, prior authorizations not found, and leveraging the data within the standard reports allow program integrity research needed to successfully comply with program adherence.These tools and reports can be leverage by the program integrity team and can be reviewed in visit level detail to confirm the integrity of the visits that are occurring.
16.1.2	The system should have the ability to apply data visualizations such as charts, graphs, and dashboards, which can be drilled into for more granular information.		YES	Within the system the main functionality used to promote process and workflow for data visualization are the work queues. Reports can also be created to chart and graph queried information from the database. Also, Netsmart's Guardiant solution is used for tracking, measuring, and monitoring the health of the Vital Records application. Guardiant is a system monitoring solution that provides detailed, automated information about solution performance. The information can be aggregated, reported, and analyzed to reveal detailed system information about users, the application, and overall solution health.
17	**HELP**			
17.1	**HELP**			
17.1.1*	The system must provide online help connected to the relevant workflow, field, or report being used.		YES	Help is available using hint or help text for specific fields during workflow. Users can get hints by hovering over the field label, which will display a brief description or instruction related to that particular field. For more detailed help, users can press the F1 key, which will open a comprehensive help menu that provides in-depth information and step-by-step instructions relevant to the current workflow, field, or report being used. This feature is designed to assist users in navigating and understanding the system more effectively, offering immediate assistance tailored to their current task.
17.1.2	The system should provide an overall up-to-date online tutorial to assist users learning the software as well as online help tool with glossary, index, and search capabilities.		YES	Links to online tutorials and manuals are available on the help menu. Access to the online help material is controlled by user role. Users will only see their role's training. A user with appropriate permissions can add or update these links
17.1.3	The system should provide online documentation for all modules.		YES	Documentation is available under the myVRS help menu for each module. Online documentation is also available through the Netsmart Resource Center (NRC), which provides comprehensive solution documentation and educational materials.

<div align="center">

ATTACHMENT 2
Technical Specifications
Vital Records Management System
Request for Proposal Number 120277 O3 REBID

</div>

Bidder Name: <u>Netsmart Technologies, Inc.</u>

Important Scoring Dynamic: Attachment 2 – Technical Specifications shall be subject to a "Pass" or "Fail" assessment. Bidder to review Section (I)(P)(2) of the Request for Proposal (RFP) document for understanding the methodology that will be applied. The items highlighted in <mark>gold</mark> and notated with an asterisk (*) within this document represent the capability and/or requirement that will be subject to the "Pass" or "Fail" assessment, as these are "must" requirements.

Instructions: Bidders shall review the tables below to understand the structure of this document and how to effectively complete this attachment for inclusion with the RFP submission. Use the format provided to complete this attachment in its entirety. DO <u>NOT</u> ALTER THE COLOR CODING, CONTENT, OR FORMAT OF THIS ATTACHMENT.

Failure to include this completed attachment shall result in the bidder's Solicitation Response being deemed "Non-Responsive." Bidder may increase the size of the response box to provide the necessary information. If the response includes other attachments, bidder must indicate that information in the response box. Such attachments must be included with the completed "Attachment 2 – Technical Specifications".

This document is comprised of four (4) separate categories that are expressed in the table directly below. Each category is identified by the following initial characters:

Category	Description
ARCH	Architecture Capabilities and/or Requirements
SPC	Security and Compliance Capabilities and/or Requirements
DM	Database/Data Management Capabilities and/or Requirements
OM	Operations Management Capabilities and/or Requirements

Each category above contains multiple sub-categories. The table directly below describes the functionality of each column:

Column Description	Bidder Responsibility
Req #	The unique identifier for the item as assigned by the State of Nebraska.
Capability and/or Requirement	The description of the item to which the Bidder shall respond.

CAPABILITIES AND/OR REQUIREMENTS
<u>How to complete the Capabilities and/or Requirements:</u> Bidders shall provide information in each respective "Response" box provided. Each individual response shall include the information as indicated. Such responses shall include specific details, characteristics and key aspects to demonstrate the bidder's proposed solution and how it meets the conformance specification outlined in relation to the project

Req #	Capabilities and/or Requirements
ARCH-1	Describe the bidder solution to addressing the following architectural details: **Technology Architecture**: Describe the software components, including third-party software products, open-source libraries, and utilities that complete the platform for running a service or supporting an application. This section should document any technical requirements for accessing the software, including but not limited to client desktop installs, etc. Further, the section should clearly outline any State required infrastructure, such as setting up VPN, SFTP, etc., to implement or operate the system. **Network Architecture**: Describe the means of communication, the method of sending and receiving information, between the assets in the Technology Architecture. **Application Architecture**: Describe how the solution components are assembled and interact to meet the business needs. Describe the solution's ability to manage and store documents and attachments. **Data Flow Architecture**: Describe the data flows into and out of the system boundary, include transmission and storage, along with ports, protocols, and services of all inbound and outbound traffic.

Response:

Technology Architecture

MyVRS uses non-standard software which can be installed on the users' computers to help assist with daily workflow.

The first piece of non-standard software is Dynamsoft scanning, which is used to assist with scanning directly into the MyVRS system. The Dynamsoft software allows VRS to read the scanners associated with individual computers, choose the scanner to use, and import the image directly into the Event record the image is associated with.

The next non-standard software is QZ Tray. QZ Tray allows MyVRS to map individual documents to particular printers, ensuring Nebraska prints certificates on paper without having to switch paper in and out based upon the print. QZ Tray will also pass the number of copies requested from the Corresponding Accounting System.

The final non-standard software is Sigweb, which allows the MyVRS system to use Topaz signature pads to capture signatures at counters or desks of users.

Netsmart provides upgrades to Third-Party Software as part of the hosting service and as the software becomes commercially available and any security vulnerabilities or performance related issues have been resolved by the vendor and has been tested in our hosting environment.
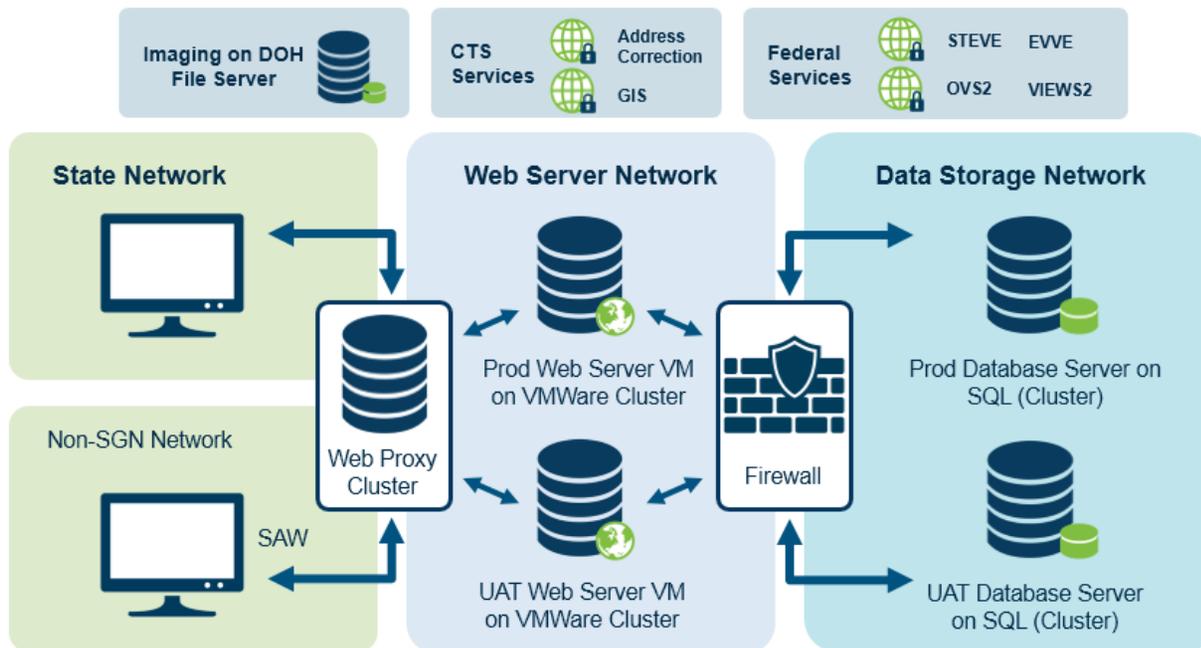
Network Architecture

Req #	Capabilities and/or Requirements

myVRS Architecture
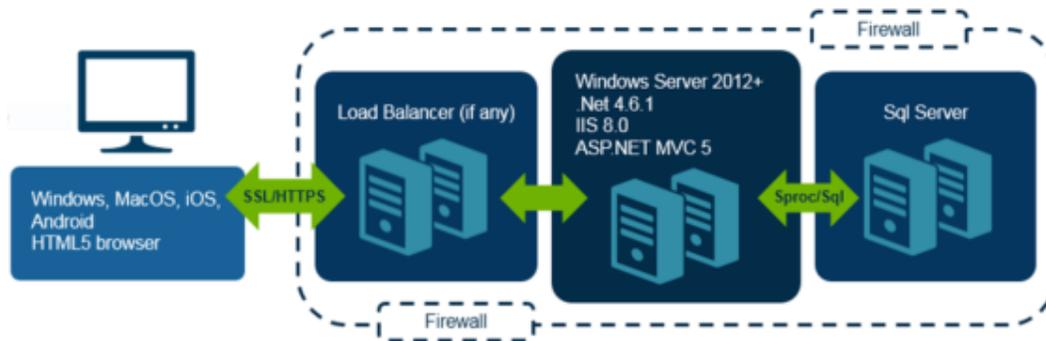
Application Architecture and Data Flow Architecture

myVRS Recommended Configuration Diagram

Req #	Capabilities and/or Requirements
	Vital Records *Infrastructure Architecture* **Overview** • Highly available through web-server redundancy • Incorporates Plexus standard security, data protection and operational controls • Client web application with administrative service via Citrix • SSA integration available through OVS2 connection • Reporting capability through VPN to client
ARCH-2*	The bidder solution must be a cloud-based hosted environment with all components and data residing in the United States and consisting of ready-made software products that do not require major modifications but support customization to meet the functional specifications as outlined in Attachment 2 – Functional Specifications. Bidder must describe how their approach will meet these requirements.

Response:

The system meets this requirement. The myVRS Solution is a cloud based hosted environment with all components residing in the United States. There are a variety of tools that allow permitted users to create and modify forms, Events, Table Maintenance, billing rules, and other settings. State of Nebraska Department of Health and Human Services can determine the extent of access to these tools, with options to limit or expand permissions. The system includes tools to tailor the solution to organizational needs without modifying the underlying source code, including changing the appearance of core forms, adding new data tables and forms.

ARCH-3	Describe the bidder solution to address the following: • Type of Software – SaaS, PaaS or, IaaS • Licensing Model- Perpetual or Subscription based licenses • Single or Multi-Tenant architecture

Response:

Hosting and Data Access Requirements

Netsmart plexus cloud hosting facilities are located in the United States. County data will not be transmitted, stored, or accessed from outside of the United States or its territories, including for any maintenance, support, disaster recovery, or data backup.

Req #	Capabilities and/or Requirements

Netsmart hosts applications for over 2,000 clients, 25,000 client facilities and 800,000 users. The Netsmart hybrid cloud solution is comprised of both public and private data centers. The private data centers are full redundant Tier 3 data centers with a public cloud component in AWS. The AWS availability zones are classified as Tier 3 equivalent, fully redundant environments.

The State will be provided with UAT and Training environments in addition to Production. These are not shared with other Netsmart clients. Updates are installed by Netsmart as part of your SaaS subscription. The State will be notified of new solution releases and Netsmart will update the non-production environments upon the State's request on mutually agreeable dates. Once the County has tested the new version in the test environment and is ready to move it to production, the State will notify Netsmart, and production will be updated on a mutually agreeable date and time. Non-Production environments are updated during normal business hours; production updates can be completed after hours as needed.

Netsmart contractually guarantees 99.9% system availability as defined by the Netsmart Hosting/SaaS service level agreement (SLA). If monthly system availability falls below 99.9% as defined by the Netsmart SLA, Netsmart will provide a credit against the next monthly hosting fees to account for the downtime. The appropriate credit percentage will be determined based on the following:

System Uptime %	Credit %
>= 99.0% and < 99.9%	5%
98.0 to 98.9%	10%
96.0 to 97.9%	15%
< 95.9 or below	25%

Netsmart's overall average annual uptime consistently exceeds the guaranteed 99.9% availability level.

The solution is deployed on a high availability (HA) infrastructure with built in redundancy, allowing most routine maintenance to be conducted without downtime. Netsmart reserves a monthly maintenance window on the third Sunday of the month from 2 a.m. to 6 a.m. ET to perform this type of maintenance. Clients are notified via email and notices posted on the client support portal.

Netsmart provides redundant virtualization throughout the Plexus Cloud environment, including web, application, and database servers. The database environment utilizes high availability ("HA") server components, to fail over between servers, in the event of a failure. Replicated copies of the web and application server environments are maintained offline, at our secondary facility that is geographically dispersed by a meaningful distance. The database server environments are replicated to the secondary facility. In the event of a catastrophic event within the primary data center, Netsmart will failover to the secondary facility and continue operations. Netsmart solution environment uses an enterprise next generation EDR (endpoint detection and response) solution that uses artificial intelligence and machine learning to detect and prevent malicious code. The EDR System receives real-time updates from the manufacturers for the latest protections. EDR System performs real time scans and is configured to identify critical alerts and block malicious code. All alerts feed into the Netsmart SIEM Solution which is monitored by Netsmart.

Security Operations and a 3rd party SOC. Alerts are reviewed by the SOC and Netsmart security team to identify and filter any false positives. Netsmart systems accessible to the Internet are protected with server hardening, patch management, and incident management.

Req #	Capabilities and/or Requirements
	Netsmart systems accessible to the Internet are protected with application firewalls in a DMZ architecture. Firewall and router rules are default-deny and reviewed for unnecessary services and IP address exposures at least once per year. **Key Features** **Security** • Annual third-party audit helps ensure the highest level of security protection • Enterprise-level identity and access management platform • Netsmart-staffed, 24/7, security and network operation centers • Multi-layered security approach that leverages the NIST Moderate Framework, Zero Trust and Defense in Depth • Data encrypted in transit and at rest **Reliability** • High-availability infrastructure across regions and availability zones • N+2 redundancy throughout the production infrastructure stack • System availability backed by an industry-leading service level agreement • Monitoring, system updates, and vulnerability management included **Compliance** • SSAE18-compliant with annual third-party audit of all security controls • Meets or exceeds all HIPPA Requirements User Licensing is based on Concurrent users and software licensing is based on population. myVRS is a multi-tenant architecture.
ARCH-4*	The bidder solution must provide multiple environments concurrently to support functions including production, testing, and training. Bidder must describe how their approach will meet these requirements.
Response:	Netsmart provides multiple hosted environments concurrently, including production, testing, and training, to support various functions and help ensure comprehensive support throughout the software development lifecycle.
ARCH-5*	Review the accessibility requirements described in the following: • Section 508 compliance standards (https://www.section508.gov/manage/laws-and-policies/) • 45 CFR Part 85 (https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-A/part-85) • State of Nebraska Accessibility requirements (https://nitc.nebraska.gov/standards/index.html#2).

Req #	Capabilities and/or Requirements
	Bidder must confirm that your company has read, understands, and can meet all the capabilities and/or requirements as outlined for each of the items <u>and</u> indicate how your solution will meet such requirements as they relate to the accessibility requirements.

Netsmart utilizes the VPAT Revised Section 508 Edition to measure accessibility guideline product conformance on an annual basis.

myVRS component meets the standard of 45 CFR Part 85 with ensuring accessibility for users with disabilities.

- **User Interface Design**: myVRS utilizes key board navigation and high contrast in screens, it can also integrate with a screen reader

- **Testing and Evaluation**: myVRS regularly tests software for accessibility issues and making necessary adjustments to meet accessibility standard

Netsmart has reviewed the Nebraska Accessibility requirement and meets the requirements as Nebraska follows 508 compliances.

Security and Compliance Capabilites and Requirements

Req #	Capabilities and/or Requirements
SPC-1*	Review the standards and policies described in the following: • DHHS Information Technology (IT) Security Policies and Standards (http://dhhs.ne.gov/ITSecurity). • Nebraska Information Technology Commission (NITC) Standards and Guidelines (https://nitc.nebraska.gov/standards/index.html). • Health Insurance Portability and Accountability Act (HIPAA) of 1996. Bidder must confirm that your company has read, understands, and can meet all the capabilities and/or requirements as outlined for each of the items <u>and</u> indicate how your solution will meet such requirements as they relate to the standards and policies described above.

Response:

Netsmart is committed to maintaining compliance with current and future regulatory requirements. We continuously monitor changes to HIPAA, Federal regulations and, CMS' to help ensure our solutions comply with regulatory requirements. Netsmart's solution reflects the latest federal and state compliancy regulations, including HIPAA as amended by HITECH. For Plexus Cloud Services, Netsmart annually completes third party audits for compliance with SSAE 18 SOC 2 and conducts an annual HIPAA risk assessment.

Netsmart aligns its security program (the Program) to the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF) designed to protect the confidentiality, integrity, and availability of Confidential Information, including client data. Netsmart's baseline security controls currently align with NIST 800.53 Moderate Revision 5 guidelines, which was based off the Privacy Act of 1974. As part of the Program, Netsmart maintains security policies and standards (collectively, the Security Policies) that include administrative, technical, and physical safeguards designed to protect the processing of Confidential Information, including client data.

As a SaaS solution provider with clients in many States, each with disparate policies, Netsmart as a Cloud Hosting Provider is not able to affirm compliance to an individual States policy set. As such we've chosen to follow the National Institute of Standards and Technology (NIST) 800-53 Revision 5 Moderate, HIPAA as amended by HITECH, and provide an annual SSAE18 SOC 2 Type 2 audit report for our clients. Realizing that differences may exist between State policy and NIST standards Netsmart can commit that where applicable, Netsmart will make commercially reasonable efforts to comply with State IT policies and standards that may differ from the above that do not conflict with Netsmart's NIST based policies, only apply to the State solution, and does not have other Netsmart Plexus Cloud implications for applicability.

SPC-2*	The bidder must agree to conduct an independent, third-party penetration test for the solution in which they are offering within one year prior to the anticipated go-live date, that includes, at a minimum, the Open Web Application Security Project (OWASP) Top 10. Identified risks must be classified by severity and additional information must be provided for any risks identified as medium and above. This must be conducted at no additional charge to the State. Bidder must confirm their intent to conduct this test at the appropriate time and describe how their approach will meet these requirements.

Technical Specifications
Nebraska Department of Health and Human Services
12/05/2025   Page 8

Req #	Capabilities and/or Requirements
Response: Netsmart agrees to conduct an independent, third-party penetration test against the primary solution's external facing IP addresses. The scan will include the OWASP Top 10, and will classify identified risks by severity, providing additional information for any risks identified as medium and above. The requirement states "within one year prior to the go-live date, however, the environment must be deployed and finalized prior to engaging an independent assessor for the penetration test. In an effort to prevent delayed utilization of a completed deployment Netsmart typically agrees to complete the controls assessment with six months post go-live. If selected, Netsmart is open to discussing the timing of the assessment deliverable.	
SPC-3*	The bidder must agree to conduct an annual independent third-party penetration test of the solution that includes the Open Web Application Security Project (OWASP) Top 10. The report must provide details of the critical, high, and medium findings and associated risks. This must be conducted at no additional charge to the State. Bidder must confirm their intent to conduct this test at the appropriate time and describe how their approach will meet these requirements.
Response: Netsmart agrees to conduct an independent, third-party penetration test against the primary solution's external facing IP addresses. The scan will include the OWASP Top 10, and will classify identified risks by severity, providing additional information for any risks identified as medium and above. The requirement states "within one year prior to the go-live date, however, the environment must be deployed and finalized prior to engaging an independent assessor for the penetration test. Netsmart is open to discussing the timing of the assessment deliverable.	
SPC-4*	The bidder must agree to conduct an independent, third-party security and privacy controls assessment that aligns with the National Institute for Standards and Technology (NIST) SP 800-53 moderate standard, within one year prior to the go-live date. Identified security gaps must be classified by severity and additional information must be provided for any gap identified as medium and above. This must be conducted at no additional charge to the State. Bidder must confirm their intent to conduct this assessment at the appropriate time and describe how their approach will meet these requirements.
Response: Netsmart agrees to conduct an independent, third-party security and privacy controls assessment that aligns with the NIST SP 800-53 moderate standard and will classify identified gaps by severity, providing additional information for any gap identified as medium and above. The requirement states "within one year prior to the go-live date, however, the environment must be deployed and finalized prior to engaging an independent assessor for the audit. In an effort to prevent delayed utilization of a completed deployment Netsmart typically agrees to complete the controls assessment with six months post go-live. If selected, Netsmart is open to discussing the timing of the assessment deliverable.	
SPC-5*	The bidder must agree to conduct an annual independent third-party security controls assessment that meets the National Institute for Standards and Technology (NIST) SP 800-53 moderate standard. The report must provide details of the critical, high, and medium findings and associated risks. This must be conducted at no additional charge to the State. Bidder must confirm their intent to conduct this assessment at the appropriate time and describe how their approach will meet these requirements.

Req #	Capabilities and/or Requirements

Response:

Netsmart agrees to conduct an independent, third-party security and privacy controls assessment on an annual basis from the completion date of the prior assessment that aligns with the NIST SP 800-53 moderate standard and will classify identified gaps by severity, providing additional information for any gap identified as medium and above.

SPC-6	Describe the bidder solution for the following: • Support for self-service password activities. • Automatic log-off procedures after determined time of session inactivity. • Automatic account disablement after 120 days of inactivity. • Administrators' ability to lockout user(s). • Support and approach for single sign-on • Support and approach for Multi-Factor Authentication • Automatic locking of account after determined number of failed logon attempts.

Response:

Support for self-service password activities: MYVRS provides a self-service password reset functionality via a password reset link on the home page. Users can enter their login name, and the system will look up the associated email address to send a preconfigured password reset email with a link to the application's website. Users can then set a new password based on state-defined criteria and log in again.

Automatic log-off procedures after determined time of session inactivity: MYVRS includes configurable timeouts for both user inactivity and server interaction, ensuring that data is not left on the screen for extended periods of inactivity.

Automatic account disablement after 120 days of inactivity: User accounts can be automatically disabled after a configured number of days of inactivity. Administrators also have the capability to unlock these accounts if needed.

Administrators' ability to lockout user(s): The system provides administrators with the ability to lock out users, as necessary.

Support and approach for single sign-on: MYVRS supports single sign-on (SSO) using OpenID Connect and can also integrate with its own access management system, Netsmart Identity and Access Management (NIAM). NIAM is an access management platform that adds additional security layers by leveraging multi-factor authentication and creating a single identity for users across all Netsmart applications. NIAM integrates with the State's federated SAML 2.0 compliant Identity Provider.

Support and approach for Multi-Factor Authentication: MYVRS leverages context-aware multi-factor authentication to enforce dual-authentication security policies. This includes the use of QR codes that users must scan to register for multi-factor login. Users are then prompted to provide a code from the registered QR code at each login. This can be configured for individual users or large groups.

Automatic locking of account after determined number of failed logon attempts: MYVRS can automatically lock user accounts after a configured number of failed login attempts, requiring a system administrator to unlock the account.

Additional NIAM Information:

Key Features:

Req #	Capabilities and/or Requirements

- Uses context-aware multi-factor authentication to enforce dual-authentication security policies set by your organization.

- Simplifies sign-on with one identity to access all Netsmart solutions.

- Supports authentication to an existing enterprise-wide identity provider, extending SSO to all business applications, including the CareRecord.

Key Benefits:

- Increases security and protects sensitive data against evolving cyber threats.

- Supports state and local MFA requirements for accessing protected health information (PHI).

- Leverages industry standards to simplify connections with existing identity providers.

- Improves user experience by making it easier to access Netsmart solutions via SSO.

Enterprise Identity and Access Management: MYVRS allows for individual user configuration of multi-factor authentication, either for individual users or large groups. This functionality includes a QR code registration process for multi-factor login, enhancing security.

SPC-7*	The bidder solution must use role-based security. Bidder must describe how their approach will meet this requirement.

Response:

SAML/OpenID and Multi-Factor Authentication

Single Sign On (SSO) via Active Directory and LDAP are supported. In addition, Netsmart Identity and Access Management (NIAM) is an access management platform for Netsmart solutions that adds extra security layers by leveraging multi-factor authentication and creates a single identity for users across all Netsmart applications. NIAM leverages industry standards (SAML and OpenID Connect) and supports centralized or federated model SSO solutions such as Azure, Okta, etc.

The Federated Netsmart Identity and Access Module solution interfaces to the SAML 2.0 compliant provided identity provider. The State of Nebraska Department of Health and Human Services is responsible for all aspects of managing the life cycle of the users in the organization's provided identity provider and within the Netsmart solution. State of Nebraska Department of Health and Human Services provided identity provider is responsible for authenticating the client's end-users, and State of Nebraska Department of Health and Human Services will be responsible for managing the end-user account profiles within the Netsmart solution which provides the appropriate user authorization within the solution. Netsmart provides the tools to enable this user management within its systems. Netsmart will work with the state to further validate a compliant SAML 2.0 identity provider.

User Access

The solution includes highly configurable role-based user security. User roles define security level, form access, whether the user can access patient records that are not in their assigned caseload, session timeout, and much more. Once a role is defined, it can be reused/assigned to multiple user profiles. Changes made to a role apply to all users assigned that role, eliminating the need to change everyone individually. Users can be assigned multiple roles and/or locations. User roles can also be exported and imported; the Netsmart-recommended best practice is to create a User Role in your test environment and export it from there before importing into production.

Req #	Capabilities and/or Requirements
	Access can be assigned down to the individual screen and table row. User role configurations provide the means to create standard user role templates for various role definitions. User role parameters include role name; security level (four user-defined security levels): restrict client access - none, client only, or only the user's assigned client list; access to change printer font; prevent user from application logout; permit Start Up role; permit user to have multiple application sessions; permit user to access the system database using third party SQL reporting software and additional datasets; and define the system idle time for automatic logoff. **Inactivity** Inactivity logouts are fully configurable; you can define these in accordance with your access control standards. **Passwords** Netsmart will not have access to user passwords or password hashes. **Security** Netsmart provides web-based SaaS solutions, accessed via an internet browser. Netsmart uses industry-standard products to protect client data, including SSL/TLS (Transport Layer Security) 1.2 encryption with 2048-bit client-specific encryption keys and 168-bit Triple DES IPsec VPN connections. (18.0.18) **Data Storage** With the exception of applications designed for disconnected use, no data are stored locally on any device.
SPC-8	Describe the bidder solution for the following: • How user accounts are assigned and managed. • How the system provides usage reports, such as a listing of all users and their last usage date. • How the system supports authorization at an attribute/field level (e.g., edit, view).
	Response: Netsmart follows NIST guidelines and has implemented robust policies and procedures for access controls and reviews them, as necessary. Netsmart assigns responsible account managers, regularly reviews access, and closely manages information system accounts. Netsmart employs automated mechanisms supporting this management, including email notifications, dashboarding, and a robust Governance, Risk and Compliance (GRC) system. Netsmart establishes and administers privileged user accounts in accordance with a role-based access scheme, and regularly audits this administration, including multiple levels of automated monitoring and control. Netsmart's hosted systems have full logging of all servers, security systems, network equipment, and peripheral equipment is completed and managed centrally. The logs are reviewed in real-time by the audit log and management system for any security abnormalities. In addition, the Netsmart Plexus Cloud Security Team receives security logs generated by monitoring systems and reviews them on a periodic basis. Unauthorized activity on the system is reviewed regularly by the Netsmart Plexus Cloud Team and appropriate action is taken. Netsmart hosted sites are secured with encryption and antivirus, and we conduct multiple security tests. Internally, Netsmart's security department conducts regular vulnerability testing using third-party purchased tools. Netsmart also contracts with a national security firm to conduct both black and white-box penetration, vulnerability, and application security testing of all Netsmart hosted application environments.

Req #	Capabilities and/or Requirements
	MYVRS supports authorization at a field level and that is controlled within the systems roles and security in which a system administrator who is granted permission is able to set.
SPC-9*	Review the State DHHS Information Technology (IT) Audit Standards located at: (https://www.dhhs.ne.gov/ITSecurity). Bidder must confirm that your company has read, understands, and can meet all the capabilities and/or requirements as outlined and indicate how your solution will meet such requirements. As a part of the bidder's response, at minimum, the State desires specific information regarding the following elements: • Detail the data elements that are audited. • Outline the level of audit tracking being maintained. • Provide a sample of their audit reports. • Capabilities for automated audit log evaluation to identify security issues. • How the bidder monitors, identifies, and reports on events impacting the system, such as attacks and other unauthorized use of the system.

Response:

As a SaaS solution provider with clients in many States, each with disparate policies, we're not able to commit to a single States policy set. As such we've chosen to follow the National Institute of Standards and Technology (NIST) 800-53 Revision 5 Moderate, HIPAA as amended by HITECH, and provide an annual SSAE18 SOC 2 Type 2 audit report for our clients. In addition Netsmart has agreed to conduct a security and privacy controls assessment for State of Nebraska Department of Health and Human Services that aligns with NIST 800-53 Revision 5 Moderate. Realizing that differences may exist between State policy and NIST standards we've committed to the client that where applicable, Netsmart will make commercially reasonable efforts to comply with State IT policies and standards that may differ from the above that do not conflict with Netsmart's NIST based policies, only apply to the CDPH solution, and does not have other Netsmart Plexus Cloud implications for applicability.

Netsmart solution environment uses an enterprise next generation EDR (endpoint detection and response) solution that uses artificial intelligence and machine learning to detect and prevent malicious code. The EDR System receives real-time updates from the manufacturers for the latest protections. EDR System performs real-time scans and is configured to identify critical alerts and block malicious code. All alerts and log aggregation information feeds into the Netsmart SIEM Solution which is monitored by Netsmart Security Operations and a 3rd party SOC. Alerts are reviewed by the SOC and Netsmart security team to identify and filter any false positives. Netsmart systems accessible to the Internet are protected with server hardening, patch management, and incident management. Netsmart systems accessible to the Internet are protected with application firewalls in a DMZ architecture. Firewall and router rules are default-deny and reviewed for unnecessary services and IP address exposures at least once per year.

The proposed solution includes configurable audit logs which contain sufficient information to establish what, when, source of, and cause of the events that have occurred. The following items are some of the information that will make the record useful for forensic or problem triage tasks:

- Date and Time

- Triggering Process

Req #	Capabilities and/or Requirements

- Process Owner

- Process / Function Description

- End Status (success/failure)

- Logging in, logging out, failed login attempts, and password resets

- Requesting users

- Field Value: Old Value and New Value

- Audit log all administration activities.

- Audit log the deletion of any data.

Netsmart does not make available cloud security logs or audit reports to external entities due to security implications.

Netsmart utilizes a multifaceted approach to the prevention, detection, mitigation, and recovery of potential ransomware attacks. First and foremost, Netsmart takes preventative measures including frequent reminder notifications and security awareness training for Netsmart associates to educate and empower the human element of actively protecting Netsmart and our clients.

In coordination with our corporate training department and industry-leading resources, this education focuses on email phishing, credential stealing and other known means used to instigate a ransomware attack. In addition to education and equipping our associate base, Netsmart leverages best of breed security products and partners to harden the perimeter and identify vulnerabilities with automated scans that occur daily.

Database/Data Management Capabilities and/or Requirements

Req #	Capabilities and/or Requirements
DM-1*	The bidder solution must use industry standard cryptographic modules such as those certified to meet FIPS 140-2/-3 for encrypting data at rest and in transit. Bidder must describe how their approach will meet this requirement.
Response: Netsmart utilizes validated cryptographic modules with AES 256 Bit encryption that are FIPS 140-2 compliant. Netsmart is currently integrating 140-3 compliant modules within its solution environment on par with the CVMP timeline for 140-3 validation.	
DM-2*	The bidder solution must securely dispose of State data from its systems upon request and in accordance with the National Institute for Standards and Technology (NIST) Special Publication 800-88 revision 1 (https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf) and must provide to the State of Nebraska a certificate of data destruction. Bidder must describe how their approach will meet this requirement.
Response: Netsmart policy is too de-identify or delete Client Data within sixty (60) days of termination or expiration of Client's subscription to the Software Services, solely except to the extent such Client Data are included in backup and disaster recovery logs the integrity of which requires that they remain unmodified. Destruction of data as referenced herein includes, at minimum, secure erasure of media and secure disposal of records so that the information cannot be read or reconstructed solely except to the extent such Client Data is included on infrastructure hardware that cannot be destroyed in its entirety until the system is officially declared end of life and lifecycled where it will be erased and destroyed resulting in a certificate of destruction. Netsmart follows NIST 800-88 Revision 1 compliance guidelines for the secure erasure and destruction of data.	
DM-3	Describe the bidder's technical approach for supporting data conversion and data migration.
Response: Netsmart employs specialized tools and methodologies to help ensure a reliable and transparent data conversion process. These tools are designed to: • Define and document the conversion process. • Track and mark records as successfully converted. • Prepare data for secure transport and efficiently load it at the customer site. The software supports multiple formats, including comma-delimited flat files, fixed-position flat files, and spreadsheets. With each update of converted data, detailed configuration and validation reports are generated to provide full visibility of the conversion status. To support the State of Nebraska Department of Health and Human Services, Netsmart will collaborate in creating a **GAP Analysis document** for data migration. This will include a detailed field map showing each column in the customer's data and the corresponding tables and fields where the data will be stored, along with any code conversions and lookups. The Department will export data in the agreed format for Netsmart to convert. Netsmart strongly recommends use of the **IJE STEVE (Standardized Interjurisdictional STEVE Extract)**	

Req #	Capabilities and/or Requirements

format for event data when available. Additional fields may be appended to the end of this file or provided in supplemental files, with unique identifiers (e.g., State File Number) used to link records across files.

To facilitate smooth conversion of legacy data, Netsmart will conduct **Joint Application Development (JAD) sessions** with stakeholders. Each event will be treated as a separate configuration unit, with timelines varying based on the number of fields, conversion complexity, and anomalies encountered. Netsmart has successfully converted data spanning from 1900 to the present, demonstrating proven capability in handling complex historical datasets.

Deliverables for the Data Conversion and Migration phase include:

- A comprehensive Data Conversion Plan.

- Successful conversion of all legacy data files.

- Migration of all associated images.

DM-4*	The bidder's solution must support data integration. The bidder must confirm and describe how their solution will meet this requirement. In addition to confirmation on the ability to meet the requirement, the response must include the following, at a minimum the following details: :• Ability to import and export data using these file types (XML, JSON, CSV). • Support for integration using industry standards approaches and principles for REST APIs and Webservices. • Support for industry integration data standards for Health Level 7 (HL7), Fast Healthcare Interoperability Resources (FHIR), X-12, HIPAA.

Response:

Ability to import and export data using these file types (XML, JSON, CSV): The myVRS solution offers configurable import/export functionality, allowing users to define each data element in the generated file. Users can specify the length of data for each element and fill any remaining characters with white space if needed. These data elements can be populated with constants, record data, or the system can reference validation tables to pull specific data associated with each value.

Support for integration using industry standards approaches and principles for REST APIs and Webservices: myVRS uses an open architecture and can interface with other systems using standard interfaces or industry-standard web services. Any Application Programming Interface (API) would be based on these types of services, ensuring seamless integration and data exchange.

Support for industry integration data standards for Health Level 7 (HL7), Fast Healthcare Interoperability Resources (FHIR), X-12, HIPAA: The myVRS solution has integrated FHIR standards for data exchange and communication with NCHS, S.T.E.V.E., and Case Management systems ensuring interoperability and seamless sharing of information. The system is designed to handle multiple exchanges that help create a holistic record. The FHIR foundation for MYVRS includes a front-end administration tool that maps elements for output, allowing the state to manage additional fields or changes without vendor dependency.

Netsmart has a proven track record of successful integrations with various third-party partners, using industry-standard integration models and protocols such as FHIR, HL7, X12, and IHE. This helps ensure that the system can easily connect and exchange data with external systems, enabling comprehensive and efficient workflows for users. Netsmart helps ensure adherence to existing data standards to increase data interoperability, portability, and comparability by validating incoming data against the required standards.

Req #	Capabilities and/or Requirements
	Response:
	Overall, Netsmart aims to ensure seamless data exchange and adherence to data standards to facilitate interoperability and connectivity with external systems.
DM-5	Describe bidder solution for the following: • Documentation to support testing and collaboration with integrating systems. • Documentation of the system's data dictionary which includes user-defined fields and tables.
	Response:
	Netsmart recognizes that each state's workflows and vital events can vary significantly, and therefore does not provide standardized, out-of-the-box testing documentation or a pre-defined system data dictionary. For integration purposes, Netsmart provides comprehensive documentation related to third-party system connections with **myVRS**, including interface specifications, data exchange protocols, and collaboration guidelines.
DM-6*	Review the data retention requirements described in the following: • 45 CFR Part 164.316 (https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-C/part-164/subpart-C/section-164.316) • DHHS Vital Records retention schedule is to retain information permanently. Bidder must confirm that your company has read, understands, and can meet all the capabilities and/or requirements as outlined for each of the items <u>and</u> indicate how your solution will meet such requirements as they relate to the data retention requirements.
	Response:
	myVRS solution is created with the capability to meet all data retention requirements as outlined in 45 CFR Part 164.316 and the DHHS Vital Records retention schedule, ensuring permanent retention of information. Netsmart will act as the Data Processor and as such will never delete or modify data placed int he system by State of Nebraska Department of Health and Human Services who is the Data Owner.

Operations Management Capabilities and/or Requirements

Req #	Capabilities and/or Requirement

OM-1	Describe the Business Continuity and Disaster Recovery (BCDR) plan for the solution they are offering. Bidder's response must describe, at a minimum, their plan to include the following information:
	• Procedures for data backup, restoration, communication to the State of Nebraska, and emergency mode operations in the event of:
	    a. Hardware or Software Failures.
	    b. Human Error.
	    c. Natural Disaster; and/or
	    d. Other unforeseeable emergencies.

Req #	Capabilities and/or Requirement

Netsmart produces a Business Continuity and Disaster Recovery (BCDR) plan for the Netsmart Plexus Cloud hosting environment that includes detailed procedures for data backup, restoration, communication, and emergency mode operations in the event of hardware or software failures, human error, natural disasters, and other unforeseeable emergencies. The plan helps ensure that essential business functions are maintained, and that dedicated customer service staff can operate from remote locations if necessary, providing minimal disruption to services.

Hardware or Software Failures.

Any facility housing Netsmart systems is designed to withstand adverse weather and other commercially reasonably predicable natural conditions and is also supported by on-site back-up generators in the event of a power failure. All networking components and web and application servers are configured in a redundant configuration. Netsmart provides highly redundant virtualization throughout the Plexus Cloud environment, including web, application, and database servers. The database environment utilizes high availability ("HA") server components, to fail over between servers, in the event of a failure. Under the terms of the Agreement the SaaS environment infrastructure components, including network load balancers, web servers, application servers, and database servers are provided as redundant configurations.

Human Error

Netsmart maintains a change management process with separation of duties and appropriate approvals required for modification to Netsmart systems, including patch management for Software Services. Netsmart uses risk- based criteria with remediation objectives for critical and high vulnerabilities. The change management policy requires that the change control board review all changes for potential security and privacy impacts. In addition to the change control board review, the Netsmart Engineering and DevOps teams review each release for potential security and privacy impacts prior to deploying code to production. Each change submitted to the change control board for approval must include a validated and detailed rollback plan.

Natural Disaster and/or Other Unforeseeable Emergencies

The Netsmart Business Continuity and Disaster Recovery Plan (BCDR Plan) prepares the Netsmart Client and Corporate environments for extended service outages caused by factors beyond our control (e.g., natural disasters, man-made events, technical disasters), and to restore services to the widest extent possible in a minimum time frame. Netsmart associates with responsibilities outlined in the BCDR Plan are expected to implement preventive measures whenever possible to minimize service failure and to recover as rapidly as possible when a failure occurs. The BCDR Plan establishes procedures to recover system(s) following a significant disruption and includes activities to remediate continuity gaps as part of maintaining the on-going Business Continuity and Disaster Recovery lifecycle. Each data center has redundant infrastructure, including firewalls, routers, switches, storage area networks (SANs), compute, etc. Logical availability zones are created with one or more data centers across private and/or public clouds ensuring that each availability zone is separated by meaningful distance and served by separate power and telecommunications networks.13 Netsmart client and corporate services are implemented with either a primary and secondary availability zone architecture (e.g. private cloud) or as an already architected multi-availability zone service (e.g. AWS). Availability zones have network connectivity to other zones over dedicated encrypted link(s). The data from critical systems is replicated between availability zones as required; and offsite backups are stored in alternate availability zone(s). Multiple availability zones are grouped into Plexus Cloud regions. If required, offsite backups can be stored in an alternate region.

Req #	Capabilities and/or Requirement
OM-2*	The bidder must agree to conduct a full disaster recovery test for the solution in which they are offering prior to the anticipated go-live date. The most recent test must be within one year prior to the go-live date. This must be conducted at no additional charge to the State. Bidder must confirm their intent to conduct this test at the appropriate time and describe how their approach will meet these requirements.
Response: Netsmart conducts an annual Netsmart Plexus Cloud Business Continuity / Disaster Recovery (BC/DR) Test as part of it's standard practice. The occurrence of the annual BC/DR test is validated by an independent third-party auditor and evidenced in the Annual SSAE18 SOC 2 Type II report. At no additional charge to the State Netsmart agrees to provide the state with a copy of the Annual SOC 2 Type 2 Report as validated proof of the annual Netsmart Plexus Cloud BC/DR test.	
OM-3*	The bidder must agree to conduct an annual disaster recovery test for the solution and submit the annual results to the designated individual for the State of Nebraska. This must be conducted at no additional charge to the State. Bidder must confirm their intent to conduct this test at the appropriate time and describe how their approach will meet these requirements.
Response: Netsmart conducts an annual Netsmart Plexus Cloud Business Continuity / Disaster Recovery (BC/DR) Test as part of it's standard practice. The occurrence of the annual BC/DR test is validated by an independent third-party auditor and evidenced in the Annual SSAE18 SOC 2 Type II report. At no additional charge to the State Netsmart agrees to provide the state with a copy of the Annual SOC 2 Type 2 Report as validated proof of the annual Netsmart Plexus Cloud BC/DR test.	
OM-4	Describe the bidder solution for ability to meet the following: • Compliance with the Recovery Time Objective (RTO) of within twelve (12) hours when the system outage is declared as a disaster. • Compliance with the Recovery Point Objective (RPO) of fifteen (15) minutes of data lost before the disaster event.
Response: Netsmart Plexus Cloud is architected to achieve a recovery Time Objective (RTO) of within twelve (12) hours when the system outage is declared as a disaster with a Recovery Point Objective (RPO) of thirty (30) minutes of data lost before the disaster event.	
OM-5	Describe the bidder solution for the following: • Overall testing strategy and support for the following testing types: unit testing, system testing, integration testing, regression testing, user acceptance testing (UAT), parallel testing, performance, and load testing, manual and automated and/or scripted testing, and end-to-end integration testing. • Approach to planning and preparing the test/staging environment. • Approach to conducting each test level. • Approach for testing nonfunctional requirements (security, performance, etc.) • Approach to test documentation (e.g., test cases, test scripts, test case matrices added as the design configuration progresses). • Approach to quality control/quality assurance. • Approach to test results reporting, traceability, and metrics.

Req #	Capabilities and/or Requirement
Response: Netsmart employs a comprehensive and structured approach to software testing, ensuring high-quality solutions for its clients. Unit testing is performed at the code level to verify the functionality of individual components, ensuring they work as intended. System testing evaluates the application as a whole to confirm it meets the specified requirements. Integration testing focuses on validating the interactions between different modules or systems to help ensure seamless data flow and communication. Regression testing helps ensure that recent changes or updates do not adversely affect the existing functionality. User Acceptance Testing (UAT) involves the end-users to verify that the system satisfies their needs and is ready for deployment. Parallel testing is utilized to compare the results of the new system with the legacy system, ensuring accuracy and consistency. Performance and load testing assess the system's responsiveness, stability, and scalability under various conditions. Netsmart leverages a mix of manual and automated testing to enhance efficiency and accuracy, employing automation for repetitive tasks while using manual testing for exploratory scenarios. Finally, end-to-end integration testing validates the complete workflow across multiple components, ensuring the system operates cohesively from start to finish. This robust testing methodology underpins Netsmart's commitment to delivering reliable and efficient solutions. Performance and Load Testing are not included in the pricing in the Netsmart response as additional scoping will be required to determine cost.	
OM-6	Describe the bidder solution for software maintenance processes that address the following: • Approach to managing software versions to ensure bidder support. • Approach to Change Management, including defects and enhancements. • Approach to testing and release management. • Approach to maintaining integrations with external and internal trading partners.
Response: ***Maintenance*** The solution is deployed on a high-availability (HA) infrastructure with built in redundancy, allowing most routine maintenance to be conducted without downtime. Netsmart reserves a monthly maintenance window on the third Sunday of the month from 2 a.m. to 6 a.m. ET to perform this type of maintenance. **Software Versions** Netsmart strives for continuous improvement and releases versions of the solution that include both 'fixes' and improvements; product roadmaps are published on the NetsmartCONNECT Community Portal. Changing mandates are always given the highest priority in development of roadmaps, and many of the major enhancements to the system and source code come from client requests. Currently, there are no plans to "sunset" the myVRS solution. However, if that were to arise, commercially acceptable communications would be made and notifications sent to you, providing options for an upgrade. **Change Management** Following Go-Live, new releases are based on having a valid Netsmart Maintenance agreement in effect. Core VRS executable releases are provided quarterly, and configuration releases are handled on a case by case basis.	

Req #	Capabilities and/or Requirement

Where defective functionality is discovered, Netsmart, in consultation with State of Nebraska Department of Health and Human Services, will determine the course of action and advise of a release date. Netsmart notifies each Netsmart VRS customer of new releases and publishes release notes to explain changes and how they might impact the client's system.

At times, a change could occur as a result of a client request and approval of a system enhancement. In these cases, if the change can be made in the configuration, a Beta X release would be provided. Where an enhancement requires a core VRS executable change, Netsmart will provide the level of effort (LOE) and the time to complete (TTC) for each of these as they may not coincide with our Quarterly schedule of CORE releases.

Release Management

Netsmart uses the Agile approach for the software development methodology. Jira is used for tracking requirements and documents.

Netsmart security, engineering, and hosting teams work closely on the development of all solutions. Common security frameworks such as OWASP are used when designing and developing the solution. Netsmart uses the SAST tool Checkmarx to identify vulnerabilities in our own source code. Each codebase is scanned weekly, and results are delivered to technical staff based on internal policies. Checkmarx identifies various classes of issues, including "dead" code and unintended behavior. CheckMarx is also used to evaluate OWASP top 10.

A senior technical review is performed upon code check in along with senior QA review. Testing is done after each code change. An implementation plan is developed for each change made. Every project or change rollout includes a detailed project plan. The project plan includes installation and rollback procedures. The exact steps depend upon the requirements of the change.

Netsmart performs extensive load testing and regression testing on its applications internally. Netsmart provides comprehensive code coverage in our testing process, beginning with unit testing at the development level all the way through automated regression testing in QA and performance testing in a controlled environment to help ensure all new and existing features are working as expected. Prior to release, all software goes through a set of functional tests, including positive and negative test cases. The QA process includes both manual and automated tests. All software goes through static code scans and penetration testing prior to release. We also have dynamic application testing that is performed on demand.

Integrations

Netsmart has a rich history of successful integrations, using many partners and integration models through utilization of industry standards (FHIR, HL7, X12, IHE etc..). Netsmart has a robust offering of API connectivity that our partners can use for integrations internally and/or with 3rd party connectivity. Our ONC certified EHR's supports the required ONC API endpoints from a regulatory standpoint, and our App marketplace is available for any new vendor/client interfacing that could be needed.

Netsmart solutions are written by, delivered by, and supported by Netsmart. Netsmart leverages third-party alliances and partnerships that integrate with the solution to enhance functionality and provide value. Examples of these integrated value-added alliances include Document Capture powered by Hyland Perceptive (enterprise-level document management), Speech Recognition powered by M*Modal (voice dictation), and integration with CardConnect (credit card payment processing), to name just a few. If any third-party solutions are included in our responses, they are clearly noted as such. In addition, we maintain a Business Associate Agreement with all third-party partners that integrate with our CareRecords.

Req #	Capabilities and/or Requirement
OM-7	Describe the incident management process that will be used to report business and security incidents (such as any unauthorized access to, or incidents where, data may have been compromised).

Response:

Netsmart maintains an incident management process to investigate, mitigate, and communicate system security events occurring within the cloud hosted environment. Netsmart has employed a third-party Security Operations Center (SOC) to co-manage the Security Information and Event Management (SIEM) to provide 24x7x365 monitoring of security events.

For confirmed Breaches regarding PHI and/or PI, Netsmart will adhere to Health Insurance Portability and Accountability (HIPAA) and its implementing rules and regulations, and the Health Information Technology for Economic and Clinical Health Act (HITECH) requirements for responding to a data Breach (of covered information) and reporting the Breach to affected individuals, media, and federal agencies, as applicable. Netsmart has the capability to notify the Client of confirmed incidents impacting the confidentiality of Client data. Netsmart will work with the Client to formalize these notification requirements as part of the contractual terms in the Business Associate Agreement (BAA).

Netsmart cloud personnel receive regular training on standard operational procedures and tactics to minimize the impact of production cloud incidents. Such incidents are classified according to severity of impact, with high-severity incidents triggering root cause analysis and reviews to identify areas for long-term improvement.

| OM-8* | The bidder's solution must be responsive to mobile technology devices such as smartphones or tablets. Bidder must describe how their approach will meet this requirement. |

Response:

myVRS is fully web-based and responsive in design, making it compatible with mobile devices, such as smartphones and tablets. It is supported by Android and iOS operating systems. The platform has been built using HTML5 and CSS3 standards, to help ensure a seamless user experience on mobile devices. All features and functions of the product are available on mobile devices, providing the State the ability to define/configure specific workflows, such as Death Attestation, for mobile devices. Since MYVRS is a web-based application, instead of a stand-alone mobile application, it is not reliant on the version of the OS but the version/type of browser being used. Our software undergoes rigorous testing, including functional tests on different browser types, static code scans, penetration testing, and dynamic application testing, to help ensure its security and reliability.

| OM-9* | The bidder's solution must provide Scalability and High Availability Architecture. The bidder must confirm and describe how their solution will meet this requirement. In addition to confirmation on the ability to meet the requirement, the response must include the following, at a minimum the following details:
• The system architecture must support scaling with increased load.
• The system must provide high availability to support minimum disruptions to the business operations.
• The system must handle notifications when a component or interface endpoint is unavailable.
• The system must handle performance functionality and monitoring tools.
• The system must handle recovery of failed transactions because of a component failure.
• The system must be available online 24 hours a day and 7 days a week, 99.9% of the time each month excluding scheduled downtime. |

Req #	Capabilities and/or Requirement

Response:

The solution is deployed on a high availability (HA) infrastructure with built-in redundancy, allowing most routine maintenance to be conducted without downtime. The system architecture supports scaling with increased load through N+2 redundancy throughout the production infrastructure stack and redundant virtualization in the Plexus Cloud environment, including web, application, and database servers. The database environment utilizes high availability server components to fail over between servers in the event of a failure. Replicated copies of the web and application server environments are maintained offline at a secondary, geographically dispersed facility, and the database server environments are also replicated to this secondary facility. In the event of a catastrophic event within the primary data center, the system will failover to the secondary facility and continue operations, supporting high availability and minimal disruptions to business operations.

The solution environment includes monitoring, system updates, and vulnerability management. The Enterprise next generation EDR (endpoint detection and response) system and SIEM solution are used for centralized monitoring, with alerts reviewed by security operations to identify and filter issues. Firewall and router rules are regularly reviewed, and application firewalls are implemented. The platform is available online 24/7 with a contractual service level agreement (SLA) guaranteeing 99.9% system availability each month, excluding scheduled downtime. If monthly system availability falls below 99.9% as defined by the SLA, a credit is provided against the next monthly hosting fees.

The system handles notifications when a component or interface endpoint is unavailable through the SIEM solution monitored by the Netsmart Security Operations and a third-party SOC, which reviews and responds to alerts. The system also provides recovery capabilities for failed transactions due to component failure by utilizing redundant and replicated infrastructure and high availability architecture.

Evaluation Scoring Guide

This guide is intended to assist the evaluator in determining the quality of the response category and should be used to substantiate the basis for the percentage applied to calculate the points to be awarded.   *See example below to show how the percentage score would be applied.   Note: The percentage score is applied in accordance with how the scoring categories are set up (i.e., scoring a group of requirements or scoring an individual requirement).

Percentage Score	Quality of Response	Rating Description	Strengths Relative to Requirements	Weakness
100	Flawless	Response **fully** addresses the requirement(s), is **superior** in quality, and meets and/or exceeds the desired need / requirements, demonstrates outstanding knowledge, capabilities and/or other factors to justify this rating.	Meets and exceeds all strengths in all **key** areas in a **superior** manner	None
90-99	Excellent	Response **fully** addresses the desired need / requirement(s), demonstrates **outstanding** knowledge, capabilities and/or other factors to justify this rating.	Meets the standard - **strengths** in all **key** areas	Minor - not in key areas
80-89	Good	Response **fully** addresses the desired need / requirement(s) and **some** elements are of an **above average** standard.	Meets the standard - strengths in **multiple key** areas	Marginal - not in key areas
70-79	Moderate	Response addresses **most** elements of the desired need / requirement(s).	Meets **most** standards - **minimal** strengths provided in **key** areas	Mild to moderate - does not outweigh strengths
60-69	Marginal	Response addresses only **some** of the desired need / requirement(s).	Meets **some** of the standard - **minimal** strengths provided in **key** areas	Noteworthy in key areas
1-59	Unacceptable	Response falls **within** a range of **somewhat** to **significantly deficient** in meeting the desired need / requirement(s). Standard is met on **few** to **none** or there are no clear strengths.	Meets **few** to **none** of the the standards with only a **few** or **no** clear strengths	Significant and numerous
0	Non-responsive	No information submitted on a desired need / requirement(s) for evaluation.	No Standard Applied	N/A

Example: 10 points available - standard met is "Excellent", evaluator determines 95% will be applied.   10 x .95 = 9.5 points to be awarded.

Overall Evaluator Scoring Worksheet

Evaluators will read the RFP requirements and then review the bidder's proposal response and assess how well it meets the needs of the State as defined by the RFP.

Evaluator Worksheet will be used by the evaluators. Evaluators will record their score in the shaded box on the Evaluator Worksheet. Scores will be based on the number of points for each Proposal Section, which is provided in the Scoring Range column of the worksheet.

Proposal Section	RFP Scoring Requirements	Max Scoring	Scoring Range	Evaluator Score
Part 1 - Corporate Overview - 20 Points				
(VII)(A)(1)	**Corporate Overview**	**20**	**0-20**	**20**
	Financial Strength - Financial Stability of the Organization and Contract Performance	6	0-6	6
	Bidder's Corporate Experience - Past experience through the Matrix provided listing similar projects (including Government Organization, Applicable Programs) and how that work was performed.	6	0-6	6
	Bidder's Proposed Personnel/Management Approach - The proposed team being assigned to manage the State's project. Resumes outlining qualifications as key indicator to skill mixes and assessing experience of individuals. Examine information regarding utilization of subcontractors	8	0-8	8
Part 2 - Functional Specification - 30 Points				
ATTACHMENT NO. 1	**SYSTEM MODULES AND SPECIFICATIONS**	**30**	**0-30**	**30**
	GENERAL			
	COMPONENT			
	SYSTEM			
	DATA	3	0-3	3
	FUNCTIONALITY			
	CONFIGURATION			
	USERS			
	GENERAL			
	ACCESS			
	SEARCH	2	0-2	2
	FUNCTIONALITY			
	CONFIGURATION			
	SYSTEM ADMIN			
	ACCESS			
	DATA	3	0-3	3
	FUNCTIONALITY			
	AUDIT LOGS			
	GENERAL			
	ORDER MANAGEMENT			
	CERTIFIED PAPER	3	0-3	3
	FUNCTIONALITY			
	CONFIGURATION			
	ALL MODULES			
	GENERAL			
	SEARCH			
	CORRESPONDENCE			
	DOCUMENTATION			
	FIELDS	2	0-2	2
	ALERTS			
	QUEUE			
	WORKFLOW			
	FUNCTIONALITY			
	ALL VITAL EVENT REGISTRATION MODULES			
	GENERAL			
	REGISTER	2	0-2	2
	FUNCTIONALITY			
	COMBINED MODULES			
	BIRTH & DEATH			
	DEATH & FETAL DEATH			
	BIRTH, DEATH, & FETAL DEATH	2	0-2	2
	BIRTH, DEATH, FETAL DEATH, MARRIAGE & DISSOLUTION OF MARRIAGE			
	MARRIAGE & DISSOLUTION OF MARRIAGE			
	BIRTH MODULE			
	BIRTH MODULE	1	0-1	1
	DEATH MODULE			
	DEATH MODULE	1	0-1	1
	MARRIAGE MODULE			
	MARRIAGE MODULE	1	0-1	1
	DISSOLUTION OF MARRIAGE MODULE			
	DISSOLUTION OF MARRIAGE MODULE	1	0-1	1
	FETAL DEATH MODULE			
	FETAL DEATH MODULE	1	0-1	1
	ORDER MANAGEMENT MODULE			
	GENERAL			
	SYSTEM			
	ORDERS			
	DATA			

	DOCUMENTS	2	0-2	2
	QUEUE			
	PAYMENTS			
	PRINT			
	SHIP			
	FUNCTIONALITY			
	CONFIGURATION			
	REPORTS			
	GENERAL	2	0-2	2
	FUNCTIONALITY			
	CONFIGURATION			
	INTEGRATION			
	INTERFACE	2	0-2	2
	IMPORT			
	EXPORT			
	ANALYTICS TOOL			
	ANALYTICS TOOL	1	0-1	1
	HELP			
	HELP	1	0-1	1
Part 3 - Technical Specification - 30 Points				
	TECHNICAL SPECIFICATIONS - RESPONSES ATTACHMENT 2	**30**	**0-30**	**30**
ATTACHMENT NO. 2	ARCH - Architecture Capabilities and/or Requirements	7.5	0-7.5	7.5
	SPC - Security and Compliance Capabilities and/or Requirements	7.5	0-7.5	7.5
	DM - Database/Data Management Capabilities and/or Requirements	7.5	0-7.5	7.5
	OM - Operations Management Capabilities and/or Requirements	7.5	0-7.5	7.5

REVISED Attachment 1 - Functional Specifications
RFP: 120277 O3 REBID
Vital Records Management System
State of Nebraska, Department of Health and Human Services

The items highlighted in gold *and notated with an asterisk (*) within this document represent the capability and/or requirement that will be subject to the "Pass" or "Fail" assessment, as these are "must" requirements.*

Ref	System Modules and Specifications	PASS / FAIL
1	**GENERAL**	
1.1	**COMPONENT**	
1.1.1	*The system must include the following modules:*	
1.1.1.1*	Birth;	PASS
1.1.1.2*	Death;	PASS
1.1.1.3*	Marriage;	PASS
1.1.1.4*	Dissolution of Marriage;	PASS
1.1.1.5*	Fetal Death;	PASS
1.1.1.6*	Induced Termination of Pregnancy (ITOP);	PASS
1.1.1.7*	Order Management.	PASS
1.1.2*	The system must contain a report builder tool or associated utility.	PASS
1.2	**SYSTEM**	
1.2.1*	The system must not require the purchase of any additional proprietary applications.	PASS
1.2.2*	The system must support multiple environments, specifically, System Integration Testing (SIT), User Acceptance Testing (UAT), Training, Development, and Production.	PASS
1.2.3	The system should be configurable to present module fields in the order listed on its corresponding form.	PASS
1.2.4*	The system must have images be seamlessly accessible within the application.	PASS
1.2.5	The system should provide functionality to disallow any other screen shot tool, such as the "Snipping Tool" or the like.	PASS
1.2.6	The system should provide a managed print function.	PASS
1.2.7	The system should capture an audit log when the print function is used.	PASS
1.2.8*	The system's implementation and functionality must adhere to the technical specifications outlined in the accompanying Technical Specifications-Attachment 3.	PASS
1.2.9*	The system must support a minimum of 5,000 internal and external users.	PASS
1.2.10*	The system must support a minimum of 1,000 concurrent users regardless of user role and/or location.	PASS
1.2.11	The system should provide online help connected to the relevant routine, field, or report being used.	PASS
1.2.12*	The system must have the ability to connect to local or network printers.	PASS
1.2.13*	The system must have the ability to connect to local or network scanners.	PASS
1.3	**DATA**	
1.3.1*	The system must have the ability to complete a data conversion of all existing data, including images and files.	PASS
1.3.2*	The system must have configurable data retention rules.	PASS
1.3.3*	The system must provide immediate validation and error messaging needed for data interfaces.	PASS
1.3.4*	The system must have the ability to use field-level data integrity checks and data validation (e.g., numeric fields, verify a number is entered, date fields, verify a date is entered, etc.).	PASS
1.3.5*	The system must provide an integrated full-featured word processing function (including superscript, subscript, and scientific notations, cut and paste, and word wrap) to allow a user to enter data into large text fields.	PASS
1.3.6*	The system must validate against an integrated medical dictionary for medical related fields.	PASS
1.3.7*	The system must have real-time processing of data.	PASS
1.3.8*	The system must align with State of Nebraska and Federal guidelines to collect vital statistic data and other data points needed for federal reporting and evaluation purposes.	PASS
1.3.9*	The system must have graphical control elements to assist with data entry (e.g., checkbox, drop-down box, etc.).	PASS
1.4	**FUNCTIONALITY**	
1.4.1*	The system must have the ability to scan directly into the system.	PASS
1.4.2*	The system must have the ability to attach a file with a minimum of the following file types (.pdf, .doc, .jpeg, .png, .tiff).	PASS
1.5	**CONFIGURATION**	
1.5.1*	The system must have configurable field level warning notifications.	PASS
1.5.2	The system should auto advance a user from process start through process completion.	PASS
1.5.3	The system should have task list or work queue functionality.	PASS
1.5.4*	The system must have the ability to configure workflows.	PASS

2	USERS	
2.1	**GENERAL**	
2.1.1*	The system must allow a user with necessary access to create a record, image, or attachment.	PASS
2.1.2*	The system must allow a user with necessary access to view a record, image, or attachment.	PASS
2.1.3*	The system must allow a user with necessary access to search a record, image, or attachment.	PASS
2.1.4*	The system must allow a user with necessary access to update a record, image, or attachment.	PASS
2.1.5*	The system must allow a user with necessary access to save a record, image, or attachment.	PASS
2.1.6*	The system must allow a user with necessary access to delete or purge a record, image, or attachment.	PASS
2.1.7*	The system must allow a user with necessary access to deactivate a record, image, or attachment.	PASS
2.1.8*	The system must have the ability to register a user for system access based on role and location.	PASS
2.2	**ACCESS**	
2.2.1*	The system must allow access to both internal (State of Nebraska employees) and external users (e.g., funeral directors, hospital staff, and county clerks).	PASS
2.2.2*	The system must have role-based security for application and administrative functions including views for all user roles across all modules.	PASS
2.2.3*	The system must provide a location selection prompt for users who have access to multiple locations.	PASS
2.2.5	The system should have the ability for a new user to complete a registration form.	PASS
2.2.6*	The system must have the ability for a user to complete self-service password changes and/or resets.	PASS
2.2.7*	The system must have the ability for a user to update their own user profile demographics once logged in (non-system security).	PASS
2.2.8*	The system must provide a warning message after user login based on a configurable time period when a password is expiring.	PASS
2.2.9*	The system must perform an automatic logoff for session inactivity based on a configurable length of time.	PASS
2.2.10*	The system must provide a warning message prior to automatic logoff for session inactivity based on a configurable length of time.	PASS
2.3	**SEARCH**	
2.3.1*	The system must allow a user with necessary access the ability to use a real-time search and filter function whereas all vital event records, requests, orders, payments, and invoices can be viewed, searched, and filtered by one or more data fields or variables in each record, and wildcards or partial entry of a field can be used.	**PASS**
2.3.2*	The system must allow a user with necessary access to export search results.	**PASS**
2.3.3*	The system must allow a user with necessary access to print search results.	**PASS**
2.3.4*	The system must have the ability to limit the number search result count by user.	**PASS**
2.4	**FUNCTIONALITY**	
2.4.1*	The system must have the ability for a user with the necessary access to create a new user and associate that user to specific user role(s).	**PASS**
2.4.2*	The system must have the ability for a user with the necessary access to delete a user.	**PASS**
2.4.3*	The system must have the ability to search the system for a user, including a filter to search for an expired user.	**PASS**
2.4.4*	The system must have the ability for a user with the necessary access to deactivate a user.	**PASS**
2.4.5*	The system must allow a user with necessary access to bypass security and update any entry when needed.	**PASS**
2.4.6	The system should allow a user with necessary access the ability to view more detailed information on any field when appropriate.	**PASS**
2.4.7*	The system must allow a user with necessary access to attach, link, and view any supporting document of any file format to a record or order.	**PASS**
2.5	**CONFIGURATION**	
2.5.1*	The system must have the ability to edit validation data through a front-end utility.	**PASS**
3	SYSTEM ADMIN	
3.1	**ACCESS**	
3.1.1*	The system must have a user role with elevated security access to the system (e.g., System Administrator).	**PASS**
3.1.2	The system should have system-level access to exports (create, configure).	**PASS**
3.1.3	The system should have system-level access to imports (create, configure).	**PASS**
3.1.4	The system should have system-level access to reports (create, configure).	**PASS**
3.1.5	The system should have system-level access to documents (create, configure).	**PASS**
3.2	**DATA**	
3.2.1*	The system must use a centralized data dictionary that fully describes table structure and appropriate levels of metadata.	**PASS**
3.2.2*	The system must allow a user with necessary access to have read-only access to the system's database(s).	**PASS**
3.2.3	The system should allow a user with necessary access to have full access to the system's database(s).	**PASS**
3.3	**FUNCTIONALITY**	
3.3.1	The system should have the ability to edit (e.g., checkbox, drop-down box, etc.).	**PASS**
3.3.2	The system should have the ability for the system administrators to create user roles.	**PASS**
3.3.3	The system should have the ability for the system administrators to modify user roles.	**PASS**
3.3.4	The system should have the ability for the system administrators to delete user roles.	**PASS**
3.3.5	The system should have the ability for system administrators to terminate a user connection and/or session remotely.	**PASS**
3.3.6	The system should have the ability to maintain a directory of all personnel currently active in the system.	**PASS**

3.3.7*	The system must have the ability to produce a system access log (in/out history) by user with time stamp in seconds.	PASS
3.3.8	The system should allow the system administrator to make batch updates to data on admin-specified criteria (i.e., system-wide find/change functionality).	PASS
3.3.9	The system should allow the system administrator to schedule batch updates to data on admin-specified criteria (i.e., system-wide find/change functionality).	PASS
4	**AUDIT LOGS**	
4.1	**GENERAL**	
4.1.1	*The system must have action history logs to view modifications, deletions, data loading actions, reports, printing, and user log-ins/outs. At a minimum the log must contain the following:*	
4.1.1.1*	User;	PASS
4.1.1.2*	Date;	PASS
4.1.1.3*	Time;	PASS
4.1.1.4*	Data Prior to Edit;	PASS
4.1.1.5*	Data After Edit.	PASS
4.1.2	*The system must have audit history logs to view user activities, such as logging in and out of the system. At a minimum the log must contain the following:*	
4.1.2.1*	User;	PASS
4.1.2.2*	Date;	PASS
4.1.2.3*	Time.	PASS
4.1.3*	The system must track changes made to all data, keeping the integrity of the original document, data, and image with associated changes.	PASS
4.1.4*	The system must provide the ability to create, save, and export an audit log of the tracked changes made throughout the system.	PASS
4.1.5*	The system must maintain a history of all data.	PASS
4.2	**ORDER MANAGEMENT**	
4.2.1*	The system must track the data associated with serialized forms used within each order.	PASS
4.2.2*	The system must be able to store a user-defined, customizable volume of sales transactions, categorized by transaction date, for a minimum of five years.	PASS
4.2.3*	The system must contain reporting capabilities to assist with audit of document control number/certificate paper to the associated receipt and order, including by registrar and date.	PASS
4.3	**CERTIFIED PAPER**	
4.3.1*	The system must track the number of certificates printed by vital event record and certificate type.	PASS
4.3.2*	The system must track the serial number of issuance in chronological order within a print log.	PASS
4.4	**FUNCTIONALITY**	
4.4.1*	The system must capture an audit of all imports.	PASS
4.4.2*	The system must capture an audit of all exports.	PASS
4.4.3*	The system must allow a user with necessary access to search the audit log.	PASS
4.4.4*	The system must track the creating, viewing, printing, and deleting of attachments.	PASS
4.5	**CONFIGURATION**	
4.5.1*	The system must track and maintain an audit log of when configuration changes are made (e.g., changes to fees for certification types).	PASS
5	**ALL MODULES**	
5.1	**GENERAL**	
5.1.1*	The system must contain all existing and future records or orders with any associated images and/or attachments synchronously.	PASS
5.1.2*	The system must incorporate all previously available records or orders with any associated data or attachments from the current system.	PASS
5.1.3*	The system must allow a user with necessary access the ability to print an attachment.	PASS
5.1.4*	The system must allow input of a partial record or order without forcing a user to complete a process.	PASS
5.1.5*	The system must validate and issue vital event records.	PASS
5.1.6*	The system must allow a user with necessary access to view, change, and submit a record or order.	PASS
5.1.7*	The system must allow a user with necessary access to view, print, store, attach and scan documents or images into a record or order.	PASS
5.1.8*	The system must allow a user to save a record or order regardless of completed data except for fields that are flagged as required by the State of Nebraska.	PASS
5.1.9*	The system must have administrative tools to be customizable to meet specific user needs.	PASS
5.1.10	The system should save user data entry progress automatically upon moving to the next field on the form.	PASS
5.1.11	The system should allow the saving and pausing activity on one record or order and moving to a different record or order for processing.	PASS
5.2	**SEARCH**	
5.2.1*	The system must allow a user the ability to group, sort and count search result data.	PASS
5.2.2*	The system must allow a user with necessary access to search for a record or order using various metadata fields.	PASS
5.2.3*	The system must provide a real-time search and filter function whereas all vital event records, requests, orders, payments, and invoices can be electronically viewed, searched, and filtered by one or more data fields or variables in each record, and wildcards or partial entry of a field can be used.	PASS
5.2.4*	The system must allow a user with necessary access to manipulate search parameters.	PASS
5.2.5*	The system must allow a user with necessary access to save search parameters individually or to a group.	PASS
5.2.6*	The system must allow a user with necessary access to export (to Excel) search results.	PASS

5.2.7*	The system must allow a user with necessary access to print search results.	PASS
5.2.8*	The search feature must have the ability to manipulate the number of records captured in a search by the user.	PASS
5.2.9*	The system must allow a user to render searches of over 1,000 vital events at a time.	PASS
5.3	**CORRESPONDENCE**	
5.3.1*	The system must have the ability to generate letters for customer correspondence.	PASS
5.3.2*	The system must have the ability to view previously generated and/or sent customer correspondence.	PASS
5.3.3*	The system must have the ability to edit and send customer correspondence.	PASS
5.3.4*	The system must have the ability to resend previously sent customer correspondence.	PASS
5.4	**DOCUMENTATION**	
5.4.1*	The system must have standard forms, permits, and worksheets that are accessible for a user with necessary access.	PASS
5.4.2*	The system must have the ability to propagate data onto documents, forms, permits, and worksheets.	PASS
5.4.3*	The system must have document management storage to house all certificates and associated supporting documents to be tied to the original records (e.g., adoptions).	PASS
5.5	**FIELDS**	
5.5.1	The system should provide real-time validation for an entered address and prompt if not valid.	PASS
5.5.2	The system should be able to populate validated country, state, county, city, and zip code based on selected address.	PASS
5.5.3	The system should prompt if a suite number is appropriate.	PASS
5.5.4	The system should prompt with any suggested address alternative.	PASS
5.5.5*	The system must have a consistent data input and display format for time across all modules.	PASS
5.5.6*	The system must have a consistent data input and display format for phone numbers across all modules.	PASS
5.5.7*	The system must have a consistent data input and display format for zip codes across all modules.	PASS
5.5.8*	The system must have a consistent data input and display format for dates across all modules.	PASS
5.5.9*	The system must have a consistent data input and display format for whole numbers, decimals, and amounts across all modules.	PASS
5.5.10*	The system must have the proper data input and display format for social security numbers "000-00-0000" across all modules.	PASS
5.5.11*	The system must provide spell check functionality for freeform text entry fields as designated by the State of Nebraska.	PASS
5.5.12*	The system must have the ability for a user to accept or ignore spell check suggestions.	PASS
5.5.13*	The system must have the ability to customize (e.g., add to dictionary) the spell check functionality by user with necessary access.	PASS
5.5.14*	The system must have the ability to configure any data field (user-defined and standard) to be "required" during data entry.	PASS
5.5.15*	The system must populate data entered into a field throughout the record or order if data is associated.	PASS
5.5.16*	The system must ensure that a record is not complete until all required fields pass validity checks.	PASS
5.6	**ALERTS**	
5.6.1*	The system must have prompts tied to various data fields to alert the user of questionable or incorrect data.	PASS
5.6.2*	The system must, at a minimum, follow the requirements for collecting and editing data as specified by National Vital Statistics System (NVSS), provided here: https://www.cdc.gov/nchs/nvss/revisions-of-the-us-standard-certificates-and-reports.htm	PASS
5.6.3*	The system must have configurable alerts which notifies the user of the status of the record they are accessing (e.g., OVS return status, child is deceased).	PASS
5.7	**QUEUE**	
5.7.1*	The system must provide a user with a view that highlights important information, notifications, and warnings (e.g., incomplete vital event records sorted by queue).	PASS
5.7.2*	The system must queue an incomplete record or order.	PASS
5.8	**WORKFLOW**	
5.8.1*	The system must have configurable workflows.	PASS
5.8.2*	The system must have automated workflow process for the electronic signature or completion of a record or order.	PASS
5.8.3*	The system must have the ability to automatically route a record or order to different users involved in the completion, registration and certification process of the record or order.	PASS
5.8.4*	The system must have the ability to automatically transfer a record or order to different users involved in the completion, registration and certification process of the record or order.	PASS
5.9	**FUNCTIONALITY**	
5.9.1*	The system must allow a user with necessary access the ability to query, override, or bypass defined fields.	PASS
5.9.2	The system should have the ability to send secure messages to any user within the respective module.	PASS
5.9.3	The system should have the ability to create and track timelines based on actual calendar or business days.	PASS
5.9.4*	The system must ensure that when a record or order is completed by an end user the record or order can no longer be manipulated by end user.	PASS
5.9.5*	The system must have the ability to place or remove a record from an administrative hold or alert, which is only put in place by a user with necessary access. This hold would disallow the printing of legal certified copies of a certificate.	PASS
5.9.6*	The system must allow a user with necessary access to view, print, crop, rotate and resize a vital event certificate image.	PASS
5.9.7*	The system must allow a user with the necessary access the ability to print attachments.	PASS
5.9.8*	The system must provide the ability to print a blank form.	PASS

6	**ALL VITAL EVENT REGISTRATION MODULES**	
6.1	**GENERAL**	
6.1.1*	The system must be able to accommodate rejected vital event records, including queues for viewing the rejected records.	PASS
6.1.2*	The system must have the ability to manipulate and retain the original vital event record in the case of processing an amendment.	PASS
6.2	**REGISTER**	
6.2.1	*The system must encompass the end-to-end process of registering the following vital events:*	
6.2.1.1*	Birth;	PASS
6.2.1.2*	Death;	PASS
6.2.1.3*	Marriage;	PASS
6.2.1.4*	Dissolution of Marriage;	PASS
6.2.1.5*	Fetal Death;	PASS
6.2.1.6*	Induced Termination of Pregnancy (ITOP).	PASS
6.3	**FUNCTIONALITY**	
6.3.1*	The system must allow the collection of all vital record data with both data rules and field validations, based on the NCHS (National Center for Health Statistics) Standard Record layout or the Inter-Jurisdictional Exchange (IJE) file layout.	PASS
6.3.2*	The system must have a process to void a vital event record.	PASS
6.3.3*	The system must automatically route a vital event record through the predefined workflow, advancing it from one user to the next in the appropriate sequence until the record is completed and finalized.	PASS
6.3.4*	The system must generate and assign a unique and sequential State File Number for each vital event record.	PASS
6.3.5*	The system must allow a user with necessary access the ability to change a State File Number.	PASS
6.3.6*	The system must automatically search for duplicate vital event records and, if found, alert user.	PASS
6.3.7*	The system must be designed so that no duplicate vital event record can be entered. The system must use fields designated by the State of Nebraska for duplicate checks.	PASS
6.3.8*	The system must allow a vital event record to be corrected with the assignment of correction indicators (e.g., affidavit/correction number, "amendment" notation, and amended date).	PASS
7	**COMBINED MODULES**	
7.1	**BIRTH & DEATH**	
7.1.1*	The system must have the ability to identify records where birth and death record data does not match (e.g., when a death record does not have a corresponding birth record).	PASS
7.1.2*	The system must have the ability to match and link birth and death records together.	PASS
7.2	**DEATH & FETAL DEATH**	
7.2.1*	The system must provide spell check functionality for the cause of death or medically related fields.	PASS
7.2.2*	The system must allow for querying a medical certifier after a vital event record has been filed with a State File Number.	PASS
7.3	**BIRTH, DEATH, & FETAL DEATH**	
7.3.1*	The system must validate based on the Inter-Jurisdictional Exchange (IJE) standard.	PASS
7.3.2*	The system must allow for local registration by counties as specified by the State of Nebraska before registration at the state-level.	PASS
7.4	**BIRTH, DEATH, FETAL DEATH, MARRIAGE, & DISSOLUTION OF MARRIAGE**	
7.4.1*	The system must have the ability to print non-certified copies of certificates from the Birth, Death, Fetal Death, Marriage, and Dissolution of Marriage Modules.	PASS
7.4.2*	The system must store the State and Local Registrar's information that is to be added based on the file date on validated state vital event records.	PASS
7.5	**MARRIAGE & DISSOLUTION OF MARRIAGE**	
7.5.1*	The system must have document forms, licenses, and worksheets that are accessible to a user with necessary access.	PASS
8	**BIRTH MODULE**	
8.1	**BIRTH MODULE**	
8.1.1*	The system must have the ability to enter a delayed birth record, new adoption record, and a foreign-born birth record.	PASS
8.1.2*	The system must have the ability to flag and unflag a birth record as deceased.	PASS
8.1.3*	The system must pre-load data flagged by the State of Nebraska for multiples birth records (e.g., twins, triplets).	PASS
8.1.4	The system should auto-fill stored birth attendant information maintained by the facility.	PASS
9	**DEATH MODULE**	
9.1	**DEATH MODULE**	
9.1.1*	The system must allow a user with necessary access the ability to save a death record without the cause of death indicated, as a pending investigation record.	PASS
9.1.2*	The system must provide a connection to Validations and Interactive Edits Web Service (VIEWS) to review medically related fields.	PASS
9.1.3*	The system must allow a user with necessary access to sign permits.	PASS
10	**MARRIAGE MODULE**	
10.1	**MARRIAGE MODULE**	
10.1.1*	The system must automatically file a marriage record that has fulfilled State of Nebraska specific criteria.	PASS

10.1.2*	The system must auto-fill county clerk and fee information.	PASS
11	**DISSOLUTION OF MARRIAGE MODULE**	
11.1	**DISSOLUTION OF MARRIAGE MODULE**	
11.1.1*	The system must automatically file a dissolution of marriage record that has fulfilled State of Nebraska specific criteria.	PASS
12	**FETAL DEATH MODULE**	
12.1	**FETAL DEATH MODULE**	
12.1.1*	The system must automatically search for associated birth events upon record entry, in the event a fetal death occurs, an error message must display for the affected user.	PASS
13	**ORDER MANAGEMENT MODULE**	
13.1	**GENERAL**	
13.1.1*	The system must allow a user with necessary access to issue certified copies of an individual certificate.	PASS
13.1.2*	The system must support the ordering and purchase of a commemorative certificate for a nonviable birth event.	PASS
13.1.3*	The system must provide a user with necessary access the ability to manage all transactions.	PASS
13.1.4*	The system must link the order to vital event record.	PASS
13.1.5*	The system must link the order to an invoice and payment.	PASS
13.1.6	The system should connect all issued controlled documents (serialized certificate paper) to a receipt and to an order.	PASS
13.1.7	*The system must support the ordering, purchase, and printing of legal certified copies of certificates on security paper for the following vital events:*	
13.1.7.1*	Birth;	PASS
13.1.7.2*	Death;	PASS
13.1.7.3*	Marriage;	PASS
13.1.7.4*	Dissolution of Marriage;	PASS
13.1.7.5*	Fetal Death;	PASS
13.1.7.6*	Birth Resulting in Stillbirth.	PASS
13.2	**SYSTEM**	
13.2.1*	The system must generate and assign a unique and sequential transaction number for each sales transaction.	PASS
13.2.2*	The system must generate and assign a unique and sequential invoice number for each invoice.	PASS
13.2.3*	The system must allow a user with necessary access to flag returned certificates on the order.	PASS
13.2.4*	The system must generate and assign a unique and sequential number for each print transaction of a legal certified copy a of certificate.	PASS
13.2.5*	The system must allow a user with necessary access to print a legal certified copy of a certificate from an altered (cropped, rotated, resized) vital event certificate image.	PASS
13.2.6*	The system must have a process to link, safeguard, and store serialized security paper identifiers.	PASS
13.3	**ORDERS**	
13.3.1*	The system must have the ability to process regular mail orders.	PASS
13.3.2*	The system must have the ability to add internal notes to an order without restricting the length.	PASS
13.3.3*	The system must enter and save shipping information, including shipping method and address.	PASS
13.3.4*	The system must have the ability to post by line item and fee.	PASS
13.3.5*	The system must have the ability to calculate accurate charges based on quantity of documents requested.	PASS
13.3.6*	The system must have the ability to set up a fee schedule by vital record document type, including effective and termination dates to the fees.	PASS
13.3.7*	The system must have the ability to set multiple fees for each vital record document type.	PASS
13.4	**DATA**	
13.4.1*	The system must be able to track the certificate type.	PASS
13.4.2*	The system must be able to track the method of certificate delivery.	PASS
13.5	**DOCUMENTS**	
13.5.1*	The system must maintain a record of all printed certificates that are destroyed, including method and reason for destruction.	PASS
13.5.2*	The system must have the ability to attach files with a minimum of the following file types (PDF, .doc, .jpeg, .png, .tiff) to an order.	PASS
13.5.3*	The system must have the ability to mark a document control number as "destroyed" with a reason for discarding (e.g., poor print quality, printing error, etc.).	PASS
13.6	**QUEUE**	
13.6.1*	The system must have the ability to queue orders based on status.	PASS
13.7	**PAYMENTS**	
13.7.1	*The system must have the ability to support the following payment types:*	
13.7.1.1*	Debit Card;	PASS
13.7.1.2*	Credit Card;	PASS
13.7.1.3*	Money order;	PASS
13.7.1.4*	Check;	PASS
13.7.1.5*	Cash.	PASS
13.7.2*	The system must enforce mandatory field validation to prevent payment processing before all required fields are populated, as mandated by the State of Nebraska.	PASS
13.7.3*	The system must have the ability to track payment status (i.e., refund, payment, discounted/free, or no payment).	PASS

13.7.4*	The system must have cash handling capabilities for each cashier station.	PASS
13.8	**PRINT**	
13.8.1*	The print queue must list pending document print jobs, including approval status. Document Control Numbers must be assigned at print time and recorded in the database.	PASS
13.8.2*	The system must allow a user with necessary access the ability to print a replacement of a legal certified copy of a certificate.	PASS
13.8.3*	The system must provide the ability to print a certificate with amendments.	PASS
13.8.4	The system should print labels of various sizes, as needed for mailings, etc.	PASS
13.8.5*	The system must have the ability to print a batch of documents.	PASS
13.8.6*	The system must have the ability to reprint a batch of documents.	PASS
13.8.7	The system should have the ability to print common correspondence letters.	PASS
13.8.8*	The system must not allow a record with a specific status to be printed.	PASS
13.8.9*	The system must have the ability to print and reprint an invoice.	PASS
13.8.10*	The system must have the ability to print and reprint a receipt.	PASS
13.9	**SHIP**	
13.9.1	The system should have the ability to ship orders via UPS or USPS.	PASS
13.9.2	The system should have the ability to generate shipping labels to be printed, or blank labels that need to be handwritten.	PASS
13.9.3	The system should have the ability to void a shipping label.	PASS
13.9.4	The system should have the ability to view and access shipping functions.	PASS
13.9.5	The system should have the ability to generate a detailed report with an existing or previous shipping vendor manifest (e.g., when a manifest is created, an email is sent, notifying the customer their order has been shipped).	PASS
13.10	**FUNCTIONALITY**	
13.10.1	The system should provide a kiosk provided and maintained by the Vendor for the processing of vital record order requests and process payments for customers.	PASS
~~13.10.2~~	~~The system should provide credit card machines provided and maintained by the Vendor for the processing of payments for customers.~~	PASS
13.10.3*	The system must track requests and accept payment for all transactions.	PASS
13.10.4*	The system must have the ability to calculate order fees automatically.	PASS
13.10.5*	The system must allow manual processing of checks, money orders, or cash payments for orders including the requestor, request reason, amount, and request type.	PASS
13.10.6*	The system must have the ability to close orders.	PASS
13.10.7*	The system must allow a user with necessary access to void an order that has been paid in full.	PASS
13.10.8*	The system must allow a user with necessary access to void an order before it is closed.	PASS
13.10.9*	The system must allow a user with necessary access to make updates to a completed order.	PASS
13.10.10*	The system must allow a user with necessary access to cancel an unpaid order.	PASS
13.10.11*	The system must allow a user with necessary access to process individual orders.	PASS
13.10.12*	The system must have a specific status for certificates that are waiting on verification.	PASS
13.10.13*	The system must have an automated workflow to assign a specific status to certificates waiting on verification, this status would disallow the issuance of the certificate.	PASS
13.10.14*	The system must have the ability to process refunds.	PASS
13.10.15*	The system must have the ability to generate order slips.	PASS
13.10.16*	The system must be able to track how staff validated identity and eligibility of the person requesting the certificate.	PASS
13.10.17*	The system must produce a receipt for each order transaction based on fields that are stipulated by the State of Nebraska.	PASS
13.10.18*	The State maintains its own credit card processor. The vendor must ensure compatibility with this system. The vendor is not responsible for payment processing.	PASS
13.11	**CONFIGURATION**	
13.11.1*	The system must have the ability to add, update, or configure custom fees with a date parameter.	PASS
13.11.2*	The system must allow a user with necessary access to configure the invoice template.	PASS
13.11.3*	The system must allow a user with necessary access to configure the order slip template.	PASS
14	**REPORTS**	
14.1	**GENERAL**	
14.1.1*	The system must have the ability to create or modify reports.	PASS
14.2	**FUNCTIONALITY**	
14.2.1*	The system must allow a user with necessary access to generate a report of detailed and/or summary financial reports by user, terminal, or submission source and current status.	PASS
14.2.2*	The system must allow a user with necessary access to view custom, on-demand, or ad-hoc reports of any data, orders, payments, or records in the system.	PASS
14.2.3*	The system must allow a user with necessary access to create custom, on-demand, or ad-hoc reports of any data, orders, payments, or records in the system.	PASS
14.2.4*	The system must allow a user with necessary access to copy custom, on-demand, or ad-hoc reports of any data, orders, payments, or records in the system.	PASS
14.2.5*	The system must allow a user with necessary access to update custom, on-demand, or ad-hoc reports of any data, orders, payments, or records in the system.	PASS
14.2.6*	The system must allow a user with necessary access to delete custom, on-demand, or ad-hoc reports of any data, orders, payments, or records in the system.	PASS
14.2.7*	The system must allow a user with necessary access to schedule and deliver custom, on-demand, or ad-hoc reports of any data, orders, payments, or records in the system.	PASS

14.2.8	The system should allow a user with necessary access to export or download custom, on-demand, or ad-hoc reports of any data, orders, payments, or records in the system.	**PASS**
14.2.9*	The system must allow a user with necessary access to print or reprint custom, on-demand, or ad-hoc reports of any data, orders, payments, or records in the system.	**PASS**
14.3	**CONFIGURATION**	
14.3.1	The system should allow a user with necessary access to configure letter templates.	**PASS**
14.3.2	The system should have the ability to customize template letterhead.	**PASS**
15	**INTEGRATION**	
15.1	**INTERFACE**	
15.1.1*	The system must integrate with the State and Territorial Electronic Vital Event (STEVE), Social Security Administration (SSA), Electronic Verification of Vital Events (EVVE), and internal state agencies for data collection and reporting purposes.	**PASS**
15.1.2*	The system must securely integrate with various state agency systems for sharing HIPAA related data.	**PASS**
15.1.3*	The system must integrate with the State of Nebraska's Vital Records unit's online order management application.	**PASS**
15.1.4	The system should integrate with the State of Nebraska's financial system for all collected revenue.	**PASS**
15.2	**IMPORT**	
15.2.1*	The system must provide the ability to import files including but not limited to the Inter-Jurisdictional Exchange (IJE) standard.	**PASS**
15.2.2*	The system must generate error files identifying import failures.	**PASS**
15.2.3*	The system must generate error prompt boxes identifying any manual import failures.	**PASS**
15.2.4*	The system must have the ability to electronically schedule imports.	**PASS**
15.2.5*	The system must have the ability to cancel or reverse a data import which would automatically remove the imported record and/or associated data.	**PASS**
15.2.6*	The system must have an import process; as the data file is imported, values on the file should be able to be validated or decoded.	**PASS**
15.2.7*	The system must have the ability to decode or populate import data based on missing or incomplete values (e.g., table validation, stored procedure, or default values).	**PASS**
15.2.8*	The system must import dissolution of marriage events from the State of Nebraska's Justice System data daily (format fixed width).	**PASS**
15.2.9*	The system must provide the ability to import or lookup coded files from the National Center for Health Statistics (NCHS) in accordance with their reporting requirements, and once uploaded have the ability to insert these imported files (codes) and place them in to the appropriate fields attached to the applicable records. This includes International Classification of Diseases (ICD)-10 codes and bridge-race codes. See www.cdc.gov/nchs/nvss/revisions-of-the-us-standard-certificates-and-reports.htm	**PASS**
15.3	**EXPORT**	
15.3.1*	The system must provide the functionality to transmit from all death records the decedent's data to the Social Security Administration (SSA). This functionality meets the terms and conditions under which SSA will verify SSN's (social security numbers) for the State of Nebraska.	**PASS**
15.3.2*	The system must generate error files identifying export failures.	**PASS**
15.3.3*	The system must generate error prompt boxes identifying any manual export failures.	**PASS**
15.3.4*	The system must have the ability to electronically schedule exports.	**PASS**
15.3.5*	The system must have an export process; as the data file is produced, values on the file should be able to be validated or decoded.	**PASS**
15.3.6*	The system must have the ability to produce standard or ad hoc data exports with a file type (.xlsx, .csv, .txt, .pdf) of complete or partial information and/or records.	**PASS**
15.3.7*	The system must have a way for the State of Nebraska to automate control of when a record needs to be sent or resent.	**PASS**
16	**ANALYTICS TOOL**	
16.1	**ANALYTICS TOOL**	
16.1.1	The system should have an analytics tool within the system to identify data duplication, discrepancies, and outliers.	**PASS**
16.1.2	The system should have the ability to apply data visualizations such as charts, graphs, and dashboards, which can be drilled into for more granular information.	**PASS**
17	**HELP**	
17.1	**HELP**	
17.1.1*	The system must provide online help connected to the relevant workflow, field, or report being used.	**PASS**
17.1.2	The system should provide an overall up-to-date online tutorial to assist users learning the software as well as online help tool with glossary, index, and search capabilities.	**PASS**
17.1.3	The system should provide online documentation for all modules.	**PASS**

	Ref	System Modules and Specifications	PASS / FAIL
**Attachment 2 - Technical Specifications** **RFP: 120277 O3 REBID** *Vital Records Management System* *State of Nebraska, Department of Health and Human Services* *The items highlighted in* gold *and notated with an asterisk (*) within this document represent the capability and/or requirement that will be subject to the "Pass" or "Fail" assessment, as these are "must" requirements.*	
**ARCH - Architecture Capabilities and/or Requirements**	
	ARCH-1	Describe the bidder solution to addressing the following architectural details: Technology Architecture: Describe the software components, including third-party software products, open-source libraries, and utilities that complete the platform for running a service or supporting an application. This section should document any technical requirements for accessing the software, including but not limited to client desktop installs, etc. Further, the section should clearly outline any State required infrastructure, such as setting up VPN, SFTP, etc., to implement or operate the system. Network Architecture: Describe the means of communication, the method of sending and receiving information, between the assets in the Technology Architecture. Application Architecture: Describe how the solution components are assembled and interact to meet the business needs. Describe the solution's ability to manage and store documents and attachments. Data Flow Architecture: Describe the data flows into and out of the system boundary, include transmission and storage, along with ports, protocols, and services of all inbound and	PASS
	ARCH-2	The bidder solution must be a cloud-based hosted environment with all components and data residing in the United States and consisting of ready-made software products that do not require major modifications but support customization to meet the functional specifications as outlined in Attachment 2 – Functional Specifications. Bidder must describe how their approach will meet these requirements.	PASS
	ARCH-3	Describe the bidder solution to address the following: • Type of Software – SaaS, PaaS or, IaaS • Licensing Model- Perpetual or Subscription based licenses • Single or Multi-Tenant architecture	PASS
	ARCH-4	The bidder solution must provide multiple environments concurrently to support functions including production, testing, and training. Bidder must describe how their approach will meet these requirements.	PASS
	ARCH-5	Review the accessibility requirements described in the following: • Section 508 compliance standards (https://www.section508.gov/manage/laws-and-policies/) • 45 CFR Part 85 (https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-A/part-85) • State of Nebraska Accessibility requirements (https://nitc.nebraska.gov/standards/index.html#2). Bidder must confirm that your company has read, understands, and can meet all the capabilities and/or requirements as outlined for each of the items and indicate how your solution will meet such requirements as they relate to the accessibility requirements.	PASS
**SPC - Security and Compliance Capabilities and/or Requirements**	
	SPC-1	Review the standards and policies described in the following: • DHHS Information Technology (IT) Security Policies and Standards (http://dhhs.ne.gov/ITSecurity). • Nebraska Information Technology Commission (NITC) Standards and Guidelines (https://nitc.nebraska.gov/standards/index.html). • Health Insurance Portability and Accountability Act (HIPAA) of 1996. Bidder must confirm that your company has read, understands, and can meet all the capabilities and/or requirements as outlined for each of the items and indicate how your solution will meet such requirements as they relate to the standards and policies described above.	PASS
	SPC-2	The bidder must agree to conduct an independent, third-party penetration test for the solution in which they are offering within one year prior to the anticipated go-live date, that includes, at a minimum, the Open Web Application Security Project (OWASP) Top 10. Identified risks must be classified by severity and additional information must be provided for any risks identified as medium and above. This must be conducted at no additional charge to the State. Bidder must confirm their intent to conduct this test at the appropriate time and describe how their approach will meet these requirements.	PASS
	SPC-3	The bidder must agree to conduct an annual independent third-party penetration test of the solution that includes the Open Web Application Security Project (OWASP) Top 10. The report must provide details of the critical, high, and medium findings and associated risks. This must be conducted at no additional charge to the State. Bidder must confirm their intent to conduct this test at the appropriate time and describe how their approach will meet these requirements.	PASS

SPC-4	The bidder must agree to conduct an independent, third-party security and privacy controls assessment that aligns with the National Institute for Standards and Technology (NIST) SP 800-53 moderate standard, within one year prior to the go-live date. Identified security gaps must be classified by severity and additional information must be provided for any gap identified as medium and above. This must be conducted at no additional charge to the State. Bidder must confirm their intent to conduct this assessment at the appropriate time and describe how their approach will meet these requirements.	PASS
SPC-5	The bidder must agree to conduct an annual independent third-party security controls assessment that meets the National Institute for Standards and Technology (NIST) SP 800-53 moderate standard. The report must provide details of the critical, high, and medium findings and associated risks. This must be conducted at no additional charge to the State. Bidder must confirm their intent to conduct this assessment at the appropriate time and describe how their approach will meet these requirements.	PASS
SPC-6	Describe the bidder solution for the following: • Support for self-service password activities. • Automatic log-off procedures after determined time of session inactivity. • Automatic account disablement after 120 days of inactivity. • Administrators' ability to lockout user(s). • Support and approach for single sign-on • Support and approach for Multi-Factor Authentication • Automatic locking of account after determined number of failed logon attempts.	PASS
SPC-7	The bidder solution must use role-based security. Bidder must describe how their approach will meet this requirement.	PASS
SPC-8	Describe the bidder solution for the following: • How user accounts are assigned and managed. • How the system provides usage reports, such as a listing of all users and their last usage date. • How the system supports authorization at an attribute/field level (e.g., edit, view)	PASS
SPC-9	Review the State DHHS Information Technology (IT) Audit Standards located at: (https://www.dhhs.ne.gov/ITSecurity). Bidder must confirm that your company has read, understands, and can meet all the capabilities and/or requirements as outlined and indicate how your solution will meet such requirements. As a part of the bidder's response, at minimum, the State desires specific information regarding the following elements: • Detail the data elements that are audited. • Outline the level of audit tracking being maintained. • Provide a sample of their audit reports. • Capabilities for automated audit log evaluation to identify security issues. • How the bidder monitors, identifies, and reports on events impacting the system, such as attacks and other unauthorized use of the system.	PASS
DM - Database/Data Management Capabilities and/or Requirements		
DM-1	The bidder solution must use industry standard cryptographic modules such as those certified to meet FIPS 140-2/-3 for encrypting data at rest and in transit. Bidder must describe how their approach will meet this requirement.	PASS
DM-2	The bidder solution must securely dispose of State data from its systems upon request and in accordance with the National Institute for Standards and Technology (NIST) Special Publication 800-88 revision 1 and must provide to the State of Nebraska a certificate of data destruction. Bidder must describe how their approach will meet this requirement. https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf	PASS
DM-3	Describe the bidder's technical approach for supporting data conversion and data migration.	PASS
DM-4	The bidder's solution must support data integration. The bidder must confirm and describe how their solution will meet this requirement. In addition to confirmation on the ability to meet the requirement, the response must include the following, at a minimum the following details: :• Ability to import and export data using these file types (XML, JSON, CSV). • Support for integration using industry standards approaches and principles for REST APIs and Webservices. • Support for industry integration data standards for Health Level 7 (HL7), Fast Healthcare Interoperability Resources (FHIR), X-12, HIPAA.	PASS
DM-5	Describe bidder solution for the following: • Documentation to support testing and collaboration with integrating systems. • Documentation of the system's data dictionary which includes user-defined fields and tables.	PASS
DM-6	Review the data retention requirements described in the following: • 45 CFR Part 164.316 (https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-C/part-164/subpart-C/section-164.316) • DHHS Vital Records retention schedule is to retain information permanently. Bidder must confirm that your company has read, understands, and can meet all the capabilities and/or requirements as outlined for each of the items and indicate how your solution will meet such requirements as they relate to the data retention requirements.	PASS
OM - Operations Management Capabilities and/or Requirements		

OM-1	Describe the Business Continuity and Disaster Recovery (BCDR) plan for the solution they are offering. Bidder's response must describe, at a minimum, their plan to include the following information: • Procedures for data backup, restoration, communication to the State of Nebraska, and emergency mode operations in the event of: a. Hardware or Software Failures. b. Human Error. c. Natural Disaster; and/or d. Other unforeseeable emergencies.	PASS
OM-2	The bidder must agree to conduct a full disaster recovery test for the solution in which they are offering prior to the anticipated go-live date. The most recent test must be within one year prior to the go-live date. This must be conducted at no additional charge to the State. Bidder must confirm their intent to conduct this test at the appropriate time and describe how their approach will meet these requirements.	PASS
OM-3	The bidder must agree to conduct an annual disaster recovery test for the solution and submit the annual results to the designated individual for the State of Nebraska. This must be conducted at no additional charge to the State. Bidder must confirm their intent to conduct this test at the appropriate time and describe how their approach will meet these requirements.	PASS
OM-4	Describe the bidder solution for ability to meet the following: • Compliance with the Recovery Time Objective (RTO) of within twelve (12) hours when the system outage is declared as a disaster. • Compliance with the Recovery Point Objective (RPO) of fifteen (15) minutes of data lost before the disaster event.	PASS
OM-5	Describe the bidder solution for the following: • Overall testing strategy and support for the following testing types: unit testing, system testing, integration testing, regression testing, user acceptance testing (UAT), parallel testing, performance and load testing, manual and automated and/or scripted testing, and end-to-end integration testing. • Approach to planning and preparing the test/staging environment. • Approach to conducting each test level. • Approach for testing nonfunctional requirements (security, performance, etc.) • Approach to test documentation (e.g., test cases, test scripts, test case matrices added as the design configuration progresses). • Approach to quality control/quality assurance. • Approach to test results reporting, traceability, and metrics.	PASS
OM-6	Describe the bidder solution for software maintenance processes that address the following: • Approach to managing software versions to ensure bidder support. • Approach to Change Management, including defects and enhancements. • Approach to testing and release management. • Approach to maintaining integrations with external and internal trading partners.	PASS
OM-7	Describe the incident management process that will be used to report business and security incidents (such as any unauthorized access to, or incidents where, data may have been compromised).	PASS
OM-8	The bidder's solution must be responsive to mobile technology devices such as smartphones or tablets. Bidder must describe how their approach will meet this requirement.	PASS
OM-9	The bidder's solution must provide Scalability and High Availability Architecture. The bidder must confirm and describe how their solution will meet this requirement. In addition to confirmation on the ability to meet the requirement, the response must include the following, at a minimum the following details: • The system architecture must support scaling with increased load. • The system must provide high availability to support minimum disruptions to the business operations. • The system must handle notifications when a component or interface endpoint is unavailable. • The system must handle performance functionality and monitoring tools. • The system must handle recovery of failed transactions because of a component failure. • The system must be available online 24 hours a day and 7 days a week, 99.9% of the time each month excluding scheduled downtime.	PASS