ORIGINAL

Prepared for:

State of Nebraska Department of Administrative Services

Response to Request for Proposal # RFP 6097 Z1

Operating Leased Automated Pharmacy Dispensing Machines Solution

June 20, 2019

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Executive Summary

Netsmart and our partner Becton, Dickinson and Company (BD) are pleased to respond to the State of Nebraska's request for Automated Dispensing Medication Systems (ADM) and related services. Specifically, our response addresses the Lincoln Regional Center (LRC), Whitehall Campus, and Norfolk Regional Center (NRC) which in total is seven buildings across two campuses. Our response addresses all facets related to providing this solution to State of Nebraska Department of Health and Human Services (DHHS). We have addressed the
following core solution components:

- ADM hardware, software and service -- We have responded to the requirements and have provided technical information to DHHS including:
    - Complete specifications of the proposed Pyxis ES solutions that will accommodate the LRC and NRC licensed state hospitals;
    - Our approach to the requested controlled substance manager;
    - Understanding of the interfaces required to work with the current Netsmart myAvatar and RxConnect solutions;
    - Description of services required to implement at the two regional centers including working with IS&T and OCIO as required; and
    - Training that includes solution overview, operational use, troubleshooting, and support procedures.
- Maintenance and Support -- We are providing for routine on-site maintenance and 24/7 support.
- Costs – We have followed instructions of the provided cost sheet and have reflected costs for operational leasing.
- Service Period(s) – We understand that the award will be for a period of two years with options to renew for two additional two-year periods.

Objectives / Business Challenge

We understand that DHHS must operate two facilities over a large geographic area to serve the State's behavioral health population, specifically those individuals needing services provided by the LRC and NRC. DHHS is looking for a technologically advanced ADM solution that can serve both of these locations and meet the objectives of each location's Medical Director and Director of Pharmacy. This includes ADM integration with the existing electronic health record (EHR) and providing the automation necessary to effectively and safely deliver medications to the diverse populations being served. This includes intensive residential treatment, inpatient mental health treatment, sex offender services, and general psychiatric services.

Netsmart and BD have joint experience implementing ADM technology with other states that operate in more than two locations and provide the same services as described by this request for proposal. We have operational state clients that utilize the proposed solution in behavioral health inpatient facilities. We are proposing what we know works and is already proven in this specialized community.

Proposed Solution

Our proposed solution includes installing the requested 15 machines at LRC and an additional 6 machines at NRC. For LRC, we have described how we plan to address the controlled substance manager required for tracking all inpatient controlled substances. The proposed solution will work with the current DHHS system (myAvatar and RxConnect). It has the ability to interface with those existing systems to provide a robust medication management solution that integrates ADM equipment and technology.

We are also providing the required implementation and ongoing services so that the installed solution will operate efficiently through the term of service. This includes regular maintenance and full-service support operation. As part of our one-stop solution offering, Netsmart will provide a client alignment executive, Kade Harris, whose role will be to address the overall EHR, Pharmacy, ADM solution that DHHS will be operating.

Netsmart's solutions:

- Offer the highest value
- Strengthen the clinical, medication, and business operations of DHHS
- Support DHHS' goal of effectively delivering medications and providing better reporting and workflow processes that meet the demands of LRC and NRC
- Help DHHS meet its goal of providing high quality care
- Provide an integrated medication, clinical, and financial management solution
- Deliver flexibility, an important component of change management
- Include extensive security features for client confidentiality and HIPAA compliance

Why Netsmart?

Netsmart is different from other vendors in several ways:

- Along with our partners, Netsmart offers complete solutions for behavioral health hospitals. Unlike other vendors, Netsmart focuses on this unique community and provides a one-stop shop for the solutions required to run state hospitals.
- We are the leader in the community. As the largest and longest standing solutions provider serving more than 25,000 organizations who help more than 25 million consumers every year, Netsmart has an obligation to serve – through its development and sponsorship of the EveryDayMatters® Foundation to its involvement with national policy initiatives. www.everydaymatters.com
- We invest in our clients. Your Netsmart Client Alignment Executive (CAE), Kade Harris, will be the primary point of contact for communication, issue resolution, and strategic planning for the ADM machines along with already supporting the State for the myAvatar solution. Kade plays a critical role in advising the State and optimizing your investment to meet your organizational needs.

Summary

We understand your decision to purchase a fully integrated ADM – one that requires interoperable technology and is not just the purchase of hardware. As your strategic partner, you can trust us to support your organizational goals, to ensure this implementation is streamlined and successful. It's important to us that all aspects of your EHR work seamlessly together so that your clinicians can provide the highest quality of care.

II.   Terms and Conditions

Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. 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 proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

The bidders should submit with their proposal 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 bidder's proposal 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.

Please refer to the Third-Party Vendor Terms provided in the Attachments section of the RFP. You can also view the document at http://www.ntst.com/passthroughterms/index.aspx.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one 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.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
KK			Contractor's response shall carry the same weight as the RFP itself as Contractor is only committing to the items in its response and nothing more.

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable ; and,
6. Amendments/Addendums to the Contract.

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) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

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

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

Contractor 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 or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

C. NOTICE (POC)

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 Contractor 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 (Statutory)

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 as it relates to the general operations of its business.

We sometimes take exception to laws, rules or regs that relate to software performance.

E. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
KK			See revision below.

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

Once the contract has been fully executed Netsmart will work with the State on the timeline of when work will begin but will assume, unless outlined in the contract, that work can begin once fully executed and a further written notice will not be required.

F. CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:		
		KK See revision below			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. 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 Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor 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 Contractor 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 Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended and executed by both parties 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.

G. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

If Contractor breaches the contract or anticipates breaching the contract, the Contractor 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.

H. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		KK See revision below.	If a default remains uncured after 30 days (or as agreed by the parties) the non-defaulting party may terminate this Contract.

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~~ **in the time and manner required by the contract documents**. 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 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.

In case of **uncured** default of the Contractor, the State may contract the service from other sources ~~and hold the Contractor responsible for any excess cost occasioned thereby~~.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

I. NON-WAIVER OF BREACH

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

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.

J. SEVERABILITY

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

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.

K. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		KK See revision below.	These claims affect an entire class of consumers using Contractor software. We need to manage the process. The Repair/Replace remedy may not be available promptly, and patent trolls often seek punitive license and damages. This clause and procedure has been accepted by virtually 100% of our clients as a fair allocation of risk.

1. GENERAL

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

If a judgment or settlement is obtained or reasonably anticipated (substantiated by an opinion of legal counsel representing Contractor in the infringement claim litigation) against the State's use of any intellectual property for which the Contractor has an obligation to ~~indemnified~~ indemnify the State, the Contractor shall, at the Contractor's sole cost and expense, if commercially reasonable to do so promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement,

or provide the State with a non-infringing substitute that provides the State the same functionality. ~~At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this ITB.~~ Otherwise, the Contractor will refund to the state, the cost of acquiring the Contractor or software reduced by one sixtieth for each full month from the date of first use of the licensed programs, until the date of termination.

These remedies are the exclusive remedies for infringement.

2. INTELLECTUAL PROPERTY

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

If a judgment or settlement is obtained or reasonably anticipated (substantiated by an opinion of legal counsel representing Contractor in the infringement claim litigation) against the State's use of any intellectual property for which the Contractor has an obligation to ~~indemnified~~ indemnify the State, the Contractor shall, at the Contractor's sole cost and expense, if commercially reasonable to do so promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. ~~At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this ITB.~~ Otherwise, the Contractor will refund to the state, the cost of acquiring the Contractor or software less a reasonable allowance, determined by the State in good faith, for uninterrupted use of the system.

These remedies are the exclusive remedies for infringement.

3. PERSONNEL

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

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 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort

(Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement 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.

L. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	KK		The addition of attorneys' fees sometimes magnifies the severity of a normal business dispute and creates incentives or disincentives that have nothing to do with the commercial risks and rewards of the parties' commercial arrangement. Furthermore, lawyers routinely have a positive outlook at the beginning of a case (and this may not have anything to do with the fact that litigation firms are paid on an hourly basis) and sometimes convince the client that the other side is going to pay their tab. Anyone who has been involved in litigation more than once quickly finds that as the parties come closer to trial the lawyers are now more amenable to settling so as to avoid the expense of trial. Additional complications arise when the parties settle the case before trial (as 95% or more do). Payment of legal fees is now yet another stumbling block to settlement. Even if the parties go to trial, a party may win on some issues and lose on others. The clause provided is very simple and does not indicate, "What is a "prevailing" party?" in these grey areas. This question, in and of itself, may protract the settlement negotiations, or create further litigation issues. If the Attorney General believes that this clause discourages frivolous lawsuits, which are much less common today with the high cost of litigation and shrinking profit margins at US companies, we might include a cap on the amount of legal fees that the "prevailing party" would be required to pay. The cap should bear some relationship to the overall financial magnitude of this agreement. This does away with one party allowing their litigation team to incur runaway expenses, which are paid on a current basis by the separate parties who retained them in any event, only to find these fees have now become the elephant in the room when the parties attempt to settle their dispute and move on, as they inevitably do.

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 order by the court, including attorney's fees and costs, if the other Party prevails.

M. RETAINAGE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	DPG	Upon being chosen Vendor of Choice, Netsmart will work with State of Nebraska on mutually agreed upon terms and conditions.	

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

N. ASSIGNMENT, SALE, OR MERGER

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

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor 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 Contractor 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.

O. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		KK See revision below	

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price **for such agency shall be the same as the terms of this contract within 12 months from contract award. Furthermore, any resulting will be executed directly between such agency and Contractor ~~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.

P. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		KK See revision below.	

~~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"). 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 granted 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.~~

Neither party will be responsible for delays or failures in performance resulting from acts or events beyond its reasonable control, including but not limited to, acts of nature, governmental actions, fire, labor difficulties or shortages, civil disturbances, transportation problems, interruptions of power supply or communications or natural disasters, provided such party takes reasonable efforts to minimize the effect of such acts or events.

Q. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
KK			This document contains confidential and proprietary information of BD. The contents of this document may not be copied, reproduced, or disclosed to any third party without the prior written permission from BD.

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.

R. OFFICE OF PUBLIC COUNSEL (Statutory)

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

S. LONG-TERM CARE OMBUDSMAN (Statutory)

Contractor must comply with the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq. This section shall survive the termination of this contract.

T. EARLY TERMINATION

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

		KK See comment.	The following language shall also be included in this section: In the event the State terminates this Agreement for lack of funds as provided herein, the State agrees to pay Contractor for (1) any remaining license fees for Contractor Software delivered, (2) services performed prior to the effective date of the termination, and (3) any early termination fees required under the terms in the Agreement.

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.

2. ~~The State~~ Either Party, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the ~~Contractor~~ other party. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3. The State may terminate the contract immediately for the following reasons:

    a. if directed to do so by statute;

    b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;

    c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;

    d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;

    e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;

    f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;

    g. Contractor intentionally discloses confidential information;

    h. Contractor has or announces it will discontinue support of the deliverable; and,

    i. In the event funding is no longer available.

U. CONTRACT CLOSEOUT

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

		RFP Response (Initial)	
		KK See revision below.	Netsmart will not transfer ownership to any Netsmart intellectual property; we may provide a copy upon written request of a report for the State but Netsmart owns it; we only provide the State a license to use it.

Upon contract closeout for any reason the Contractor shall within 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 Contractor is permitted to keep the information or data by contract or rule of law. Contractor 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 Contractor'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 Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

III.   Contractor Duties

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor 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 Contractor's proposal 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 Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor 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 Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.

6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

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

Contractor 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 Contractor 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. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

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

   The completed United States Attestation Form should be submitted with the RFP response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their 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 Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for services to be covered by any contract resulting from this RFP.

D. COOPERATION WITH OTHER CONTRACTORS

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

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

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

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 Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		KK See revision below.	

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract to State employees or contractors to the State, if they have a good faith need to know or use the information.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor 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.

All data collected as a result of the services provided shall be the property of DHHS. This provision shall survive termination of this contract.

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		KK See revision below.	The Contractor will at all times have in force, not less than $5 million in Cyber Insurance (the State has requested $10 million).

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor 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 Contractor 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 Contractor 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 Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor 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 contractor 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 Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the limitations of liability in this Agreement will not prohibit the State from may recovering a greater amount of insurance proceeds to the extent the coverage is available up to the liability limits of the insurance coverage under the policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the 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 Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any 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 Contractor 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 Contractors, Personal Injury, and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered 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
USL&H Endorsement	Statutory
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 (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	
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, Securi Breach, Denial of Service, Remediation, Fines and Penalties	$~~105~~,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."	

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Department of Health and Human Services
Attn: Regional Center Business Manager
P.O. Box 94949
Lincoln, Nebraska, 68509-4949

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

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 Contractor.

H. ANTITRUST

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

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

I. CONFLICT OF INTEREST

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

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

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

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

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

J. STATE PROPERTY

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

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

K. SITE RULES AND REGULATIONS

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

The Contractor 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 Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

Contractor's personnel will abide by using agency and facility location requirements, including personnel carrying proper identification upon their person. All personnel shall comply with DHHS policy related to security.

Contraband shall not be introduced into any state facility; such items include, but are not limited to firearms, ammunition, drugs, tobacco, alcohol, etc. All personnel may be subject to search upon entering and exiting facility grounds.

L. ADVERTISING

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

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

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

N. DISASTER RECOVERY/BACK UP PLAN

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

The Contractor 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 services as specified under the specifications in the contract in the event of a disaster.

O. DRUG POLICY

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

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

P. THIRD PARTY AGREEMENTS

Acknowledge
The CareFusion solution is a third party solution from a Netsmart-provided vendor in which third party pass through provisions must be agreed to.

The State will not sign any Third Party Agreements from Banking or Financial Institutions regarding the leasing of the Automated Pharmacy Dispensing Machines. All leasing must go through the Contractor.

IV. Payment

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

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

C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall be submitted to the LRC Business Office. Contact information will be provided to the awarded Contractor. Invoices shall be separated by facility and include at a minimum the machine model number and quantity and where located. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	DPG	BD's products are not subject to Section 508 of the Voluntary Product Accessibility Template.	

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or 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

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

The State does not issue payment prior to receipt of goods or services. State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor 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

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

The State's obligation to pay amounts due on the Contract for a 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 Contractor 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 Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been

satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

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

The State shall have the right to audit the Contractor's performance of this contract upon a 30 days' written notice. Contractor 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. The State may audit and the Contractor 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 Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor 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 Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

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 percent (1%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. Project Description and Scope of Work

The bidder should provide the following information in response to this RFP.

A. PROJECT OVERVIEW

The purpose of this RFP is to solicit bids for a solution to implement technologically sophisticated, fully integrated Operating Leased Automated Pharmacy Dispensing Machines for the Nebraska Department of Health and Human Services (DHHS), Division of Behavioral Health (DBH). The solution will initially be implemented in four (4) buildings at the main campus of the Lincoln Regional Center (LRC), two (2) buildings at the Whitehall Campus of the LRC, and one (1) building at the Norfolk Regional Center (NRC). The State may implement the solution at other locations during the term of the contract. Please note any costs associated with this on Attachment Three, Cost Proposal; under Optional Services.

B. PROJECT ENVIRONMENT

LRC and NRC are licensed state hospitals with residential program components providing care for persons committed by mental health boards or the courts. LRC provides general psychiatric services, intensive residential treatment, a sex offender community residential program and secure intermediate and transitional residential services. NRC provides inpatient mental health and sex offender services. Under the guidance of one Facility Administrator and a Governing Body, these two regional centers are 24-hour care facilities, each with their own Medical Director and Facility Operating Officer. Each regional center has in-house pharmacies with their own Director of Pharmacy and provide care for approximately 255 individuals at LRC and 106 individuals at NRC.

The LRC, located at 801 West Prospector Place, Lincoln, Nebraska, has the following medication rooms:

1. Ten (10) medication rooms that store approximately 200 unique medication products. Routinely scheduled medications are currently provided in a med cart with patient drawers that contain either three (3) or four (4) days of medication. Of these 200 products, approximately forty (40) are controlled substances and/or high alert medications. Controlled substances are currently dispensed as floorstock and documented on an administration sheet. Each of these medication rooms has a medication refrigerator that stores approximately five (5) unique medications, one (1) of which is a controlled substance. LRC intends to have an additional training/backup machine with capacity to match one of these medication rooms.

2. Two (2) medication rooms that currently store approximately 350 unique medication products. Routinely scheduled medications are currently provided in a med cart with patient drawers that contain either three (3) or four (4) days of medication. Of these 350 products, approximately forty (40) are controlled substances and high alert medications. Controlled substances are currently dispensed as floorstock and documented on an administration sheet. Each of these medication rooms also has a medication refrigerator that stores approximately five (5) unique medications, including one controlled substance.

The LRC Whitehall campus, located at 5845 Huntington Ave, Lincoln, Nebraska, has the following medication rooms:

3. Two (2) medication rooms that each currently store approximately fifty (50) unique medication products. Routinely scheduled medications are currently provided in a med cart with patient drawers that contain seven (7) days of medication. Of these fifty (50) products, approximately twenty (20) are controlled substance and high alert medications. Controlled substances are currently dispensed as floorstock and documented on an administration sheet. One (1) of the medication rooms stores approximately three (3) medications in a medication refrigerator. The medication rooms at the Whitehall campus have medications supplied by the pharmacy located on the main LRC campus.

The NRC, located at 1700 North Victory Road, Norfolk, Nebraska, has the following medication rooms:

1. Two (2) medication rooms that store 200 unique medication products. Routinely scheduled medications are currently provided in a med cart with patient drawers that contains seven (7) days of medication. Of these 200 products, approximately forty (40) are controlled substances and/or high alert medications. Each of these medication rooms has a medication refrigerator that stores approximately five (5) unique medications.

2. Two (2) medication rooms that currently store approximately 350 unique medication products. Routinely scheduled medications are currently provided in a med cart with patient drawers that contain seven (7) days of medication approximately forty (40) of these are controlled substances or high alert medications. Each of these medication rooms has a medication refrigerator that stores approximately five (5) unique medications.

3. One (1) medication room that currently stores approximately fifty (50) unique medication products. Routinely scheduled medications are currently provided in a med cart with patient drawers that contain seven (7) days of medication. Approximately fifteen (15) of these are controlled substances or high alert medications. This medication room has a medication refrigerator that stores approximately five (5) unique medications.

C. TECHNICAL ENVIRONMENT

At present time, DHHS uses MyAvatar software (RAD plus 2016 version) as its Electronic Health Record (EHR) solution and RxConnect as the inpatient pharmacy system.

The technical systems' environment is developed, managed, and maintained by a combination of two state agencies: DHHS Information Systems and Technology (IS&T) and Office of the Chief Information Officer (OCIO). IS&T administers DHHS' computer resources and provides support in such areas as: system design and development, system maintenance, computer operations and system project management. IS&T maintains the DHHS Help Desk and desktop support, Outlook email, and warehousing. It is also responsible for DHHS's application support. The OCIO administers the State's data center and telecommunications network. DHHS purchases staffing and computing resources from the OCIO. The two (2) agencies collaborate to manage, operate, and maintain the applications.

If DHHS awards the contract to a contractor whose solution is hosted by the State, the contractor will be expected to work with IS&T and OCIO for system Design/Development/Implementation and Operations & Maintenance. The following list provides what is included in the current environment setup:

1. Server OS – Windows 2012 or later

2. Domain – Microsoft Active Directory 2008 R2

Netsmart

3. Citrix environment – Citrix XenApp 6.5

4. Application Delivery\ Asset & software inventory – Microsoft System Center Configuration Manager 2007 SP2.   Moving to System Center Configuration Manager 2012

5. Data Backup – Microsoft Data Protection Manager 2012

6. Server Hardware – Dell

7. Hardware Chassis – rack mount

8. Virtualization – VMWare

9. Storage environment – Iscsi SAN, DASD, SMB 3.0

10. DHHS Database preference is Microsoft SQL 2012

11. Workstation environment:

12. Workstation hardware - Dell OptiPlex (business line) Small and Desktop form factor workstations dual monitors

13. Operating systems- Windows 7 enterprise (32bit only). Limited deployment of Windows 8.1 and Windows 10 (64bit only) in the mobile environment

14. Supported Browser – Microsoft Internet Explorer 11. All settings controlled by AD Group Policy.

D. TECHNICAL REQUIREMENTS

Please refer to Attachment Two (Technical Requirements) of the Attachments section of the RFP.

E. BUSINESS REQUIREMENTS

Please refer to Attachment One (Business Requirements) of the Attachments section of the RFP.

F. SCOPE OF WORK

The Contractor shall supply and install an Operating Leased Automated Pharmacy Dispensing Solution at four (4) buildings at the main campus of LRC, two (2) buildings at the Whitehall Campus of LRC, and one (1) building at NRC. This shall include the Automated Pharmacy Dispensing Machines, any associated software, and all necessary additional hardware/equipment. The solution shall also include a controlled substance manager device at LRC that will track all inpatient controlled substances and interface with the automated pharmacy dispensing machines. The solution shall include electronic refrigerator locks for medication rooms as needed.

Before final acceptance, the Contractor shall conduct a testing routine at each location to ensure the machines function through a complete process to include interfaces, data transmission, and all hardware parts function as designed. Each testing routine will be as noted in the Technical Requirements described in INT-9.

The Contractor shall also provide on-site system operational training upon completion of system installation. This initial training shall include system overview information, technical requirements, and complete operation and troubleshooting procedures, including documentation of same. Contractor shall provide subsequent additional web based training at no additional cost to the State,

In order to meet the requirements of the locations described above, Netsmart/BD are proposing to install Twenty (22) total cabinets, four auxiliary towers, and one CIISafe cabinets as follows:

For Lincoln Regional Center – main campus;
- Thirteen (13) 6 Drawer Main Automated Dispensing machines
- Two (2) Medstation Auxiliary Towers
- Two (2) 2 Drawer Main Automated Dispensing machines
- One (1) CIISafe Controlled Substance Inventory cabinet

For Lincoln Regional Center – Whitehall Campus
- Two (2) 2 Drawer Main Automated Dispensing machines

For Norfolk Regional Center –
- Four (4) 6 Drawer Main Automated Dispensing machines
- Two (2) Medstation Auxiliary Towers
- Two (1) 2 Drawer Main Automated Dispensing machines

The Contractor shall provide on-site equipment maintenance and on-call 24/7 technical assistance in any situation, including support for IT, nursing and pharmacy staff. Machines that are down more than 4 continuous hours must have a report submitted describing the issue and steps taken to ensure that it does not occur in the future, report must be submitted within seven (7) business days to State Purchasing Bureau.

G. OPTIONAL FEATURES AND SERVICES

The State may request the Contractor, subject to mutual agreement by both parties, to provide optional features or services within scope related to the Automated Pharmacy Dispensing Machine solution. A Statement of Work must be completed by the contractor changing the cost of the leased machines, then an Addendum will be added to the contract before work can begin.

The bidder may provide a list of optional features available for Automated Pharmacy Dispensing Machines. Please provide an amount for implementing each optional service.

The bidder must provide the hourly rate for each Staff position used to complete any optional services. Please identify any additional Staff titles and their appropriate rates, which bidder believes may be used to complete said services.

The option of self-hosting does exist. Server requirements are included in the technical details in Attachment 2.

H. DELIVERABLES

1. **Delivery, installation and implementation of adequate number of ADMs at each DHHS facility**

2. **Implemented and tested system interfaces**

3. **Monthly Lease Payments**

4. **On-site Training per day including all travel expenses**

5. **Maintenance and Support to include:**

   a. **24-hour, 7 days per week call support**

   b. **Upgrade installation**

   c. **Assistance with data tracking**

VI. Proposal Instructions

This section documents the requirements that should be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions; format and order:

A. PROPOSAL SUBMISSION

1. REQUEST FOR PROPOSAL FORM

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

The RFP for Contractual Services form must be signed using an indelible method (not electronically) and returned per the schedule of events in order to be considered for an award.

Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: http://das.nebraska.gov/materiel/purchasing.html

Further, Sections II through VII must be completed and returned with the proposal response.

2. CORPORATE OVERVIEW (Delete Corporative Overview if Cost Only)

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

Please refer to the Executive Summary and the Technical proposal pieces of the RFP for Corporate Overview information.

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.
4950 College Boulevard
Overland Park, KS 66211
Netsmart is a privately held corporation
Founded in 1968 as Creative Socio-Medics, Corporation

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 proposal 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.

A copy of Netsmart Financials can be provided upon receipt of a signed NDA.

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.

Please refer to the Litigation Table provided in the Attachments section of the RFP.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

Acknowledged

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

No change of ownership or control is anticipated.

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.

4950 College Boulevard
Overland Park, KS 66211

e. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous three (3) years. If the organization, its predecessor, or any Party named in the bidder's proposal 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 contracted with the State for over 15 years to provide multiple services:

- EHR Software – 9467-04
    - o Pharmacy
    - o Document Management

- o Interfaces
- o Medication Management
- Vital Records – 82169-04

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's proposal response is or was an employee of the State within the past three (3) years, 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 proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

g. Netsmart cannot determine if any business relationship exists between any key person of the State of Nebraska and Netsmart or BD. Netsmart does not track former place of employment of its, or BD's, associates and therefore cannot answer this question.
CONTRACT PERFORMANCE

If the bidder or any proposed Subcontractor has had a contract terminated for default during the past three (3) 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 three (3) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past three (3) years, so declare.

If at any time during the past three (3) 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.

Netsmart has experienced no litigation involving the solution being proposed here.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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 proposal 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 contracted with the State for over 15 years to provide multiple services:

- EHR Software – 9467-04

- o Pharmacy
- o Document Management
- o Interfaces
- o Medication Management

- Vital Records – 82169-04

i. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's proposal response is or was an employee of the State within the past 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.

Netsmart does not track former place of employment of its, or BD's, associates and therefore cannot answer this question. **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 proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.**

Netsmart cannot determine if any business relationship exists between any key person of the State of Nebraska and Netsmart or BD.

j. 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 proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

Netsmart has experienced no litigation involving the solution being proposed here. Our Litigation Table is provided in the Attachments section for your review.

THIS PAGE HAS BEEN REDACTED DUE TO PROPRIETARY INFORMATION.

THIS PAGE HAS BEEN REDACTED DUE TO PROPRIETARY INFORMATION.

m. 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 does not employ subcontractors. All software development, implementation, training, etc. are performed by Netsmart associates.

3. TECHNICAL APPROACH

The technical approach section of the Technical Proposal should consist of the following subsections:

a. Understanding of the project requirements;

Our proposed solution includes installing the 22 requested ADCs, project management, and training. The proposed solution will work with the current State of Nebraska systems (myAvatar and RxConnect). It has the ability to interface with those existing systems to provide a robust medication management solution that integrates ADC equipment and technology.

We are also providing the required implementation and ongoing services so that the installed solution will operate efficiently through the term of service. This includes regular maintenance and full service support operation. As part of our one-stop solution offering, Netsmart will provide a Client Alignment Executive whose role will be to address the overall EHR, Pharmacy, ADC solution that DMH will be operating.

Netsmart's solutions:

- Offer the highest value
- Strengthen the clinical, medication, and business operations of DMH
- Support DMH's goal of effectively delivering medications and providing better reporting and workflow processes that meet the demands of the facilities outlined within this RFP
- Help DMH meet its goal of providing high quality care
- Provide an integrated medication, clinical, and financial management solution
- Deliver flexibility, an important component of change management
- Include extensive security features for client confidentiality and HIPAA compliance

b. Proposed development approach;

The Pyxis implementation will have an expert CareFusion implementation team. In addition, Netsmart will provide overall Program Management support further reducing any risks during the delivery process. Netsmart will also assign a Public Sector architect to provide setup and configuration services within the Electronic Health Record and assist with end-to-end streamlined medication management processes, integration testing and incremental training as a result of workflow changes.

Each implementation is assigned a team consisting of a project manager, clinical consultant (nurse and/or pharmacist), technical consultant, workflow consultant and implementation analyst. Project managers oversee the project team to help ensure speed to impact and project success. Clinical consultants work with the hospital team to assist each account's development of a unique data set drug library and clinical practice. Technical consultants work with the client to design the most effective architecture for their system; Workflow consultants assist in the design of future state workflow and the client's configuration of the system to support the workflow. Implementation analysts configure and deploy the devices as well as provide education on use of the system.

Skilled BD clinical consultants work with nursing to help outline how clinical practice should be taken into consideration in the data set development process. They educate hospital nursing staff on the device and support go-live.

Pyxis™ product systems are designed to be intuitive and easy-to-learn. They have been successfully installed in over 4,500 locations. The system can be set up in a variety of ways, depending upon your organization's size, complexity and span of Pyxis™ products. Proper planning, communication, and cooperation between BD and the Client will ensure that the installation progresses smoothly. Your contract package will include a high-level Implementation Schedule that includes the milestone activities that both BD and the Client are responsible for and the completion date for each milestone.

The BD team develops an implementation plan to meet the needs and expectations of the Client goals and expectations. We take into consideration products purchased, client's timeline expectations, availability of client resources, construction considerations, workflow and change management, training, etc. when developing these plans. We design our implementation plans to meet your needs and use our experience and standardized implementation process to create a plan unique to your institution. Implementation plan with labor requirements will be agreed upon at pre implementation.

BD reviews hospital goals and recommends appropriate equipment and workflow to meet defined objectives. This is done by a combination of discussion with hospital personnel, evaluation of current medication model, and physical observation of the dispensing locations. BD has experience working with hospitals currently utilizing legacy medication dispensing solutions and will work with the hospital to successfully transition from current to

new solution. We configure each installation to meet the needs of the hospital, taking into consideration the hospital's experience or model for medication automation.

The project plan is divided into stages that each contains specific tasks and hard stops before moving into next stage. Time spent within the stage is discussed as part of the implementation schedule meeting and confirmed in the initial planning meeting.

The number of hours and types of resources required for a successful implementation is dependent on several variables. These variables include the number of products simultaneously being installed, the number of mains, auxiliaries, etc. to be installed, the number of nursing units included in the plan, etc.

The BD team, as part of our implementation process, will work with you to calculate the number of hours required for installation based on your implementation schedule. This step is known as the resource planning task and has built in logic based on our experiences with client installations. Your equipment assessment will need to be completed and all construction, networking, etc. tasks identified, before your implementation team can complete the resource planning task.

During the equipment assessment process, the Sales Account Executive and a Clinical Consultant will visit each patient care area that will be automated. They will identify access points/locations, equipment configuration, network jack locations, and possible construction and emergency power needs. The Director of Pharmacy (or designee), a representative from Nursing, Facilities and IT should accompany the team during this assessment walk-through.

A Resource Planning Guide is used to estimate hours required by the Client and BD based on which product(s) are to be installed and number of devices involved. This is presented to the client prior to setting an implementation schedule or the first planning meeting.

BD will provide equipment technical specifications and assist facilities and the IT department in identifying locations for any necessary power and network drops. In addition, they will assist the Client in identifying any construction or anchoring needs. Based on workflow and facility/local requirements, the Client is responsible for identifying, installing and maintaining structural engineering needs (electrical, networking, construction, etc.).

BD will meet with the Client to develop an interface testing and implementation plan. Clinical validation will require one the Client pharmacy clinician that will work with the local specialist and integration engineer for an estimated 40 hours of interface validation testing. Test scripts are provided in a System Validation Guide.

c. **Technical Requirements, Attachment One;**

   Please refer to Attachment One (Technical Requirements) in the Attachments section of the RFP.

d. **Business Requirements, Attachment Two;**

   Please refer to Attachment Two (Business Requirements) in the Attachments section of the RFP.

e. **Detailed project work plan; and**

   Detailed Project Plan

   Phase 1: Plan & Build
   The BD Team will send introductory correspondence to their hospital counterpart to provide an overview of their role/contribution to the process.

   During the Plan and Build phase, there will be a number of additional meetings. Both the BD and hospital Steering Committee will meet to do the following;

   • Review the scope document

- Conduct the project Kick-Off Meeting
- Prepare the IT Infrastructure • Build and configure test environment,
- Build Production Environment • Provide Formulary Item List
- Draft the User Education Plan

Phase 2: Validate

Following Plan and Build the project will enter the Validate phase. During this phase, BD and hospital steering committee will meet to complete the following;

- Solution Design Meeting
- Document Workflow Changes
- Verify Infrastructure Readiness
- System Validation (test environment)

Phase 3: Execution and Education

During the Execution and Training phase, the production environment is deployed. Users are educated on the device, and devices are prepared for patient use.

Execution BD will lead the process to complete the following:

- Configure production environment (migrate test environment to production)
- Build and Load Pyxis™ equipment
- Site Cleanup
- Go Live readiness review

Education BD Education for Pyxis™ technologies follows a multifaceted model which includes Computer Based Training, Super User classes, End User training, and access to devices for hands-on practice with the device.

BD utilizes a Train-the-Trainer methodology • All Pyxis™ System Managers and Super Users are trained by BD associates • All remaining end users are trained by the Super Users.

BD begins with Super User education. Experience has shown that educating up to 10% of nurses using this model drives a higher level of clinical satisfaction and end user adoption with the technology post Go-Live. The Super User model allows BD to partner with clinical staff for product knowledge transfer so there are resident experts onsite once the implementation is completed.

Super Users and End Users will both participate in Computer Based Training. CBT exposes users to the basic functionality of the device and outlines the content that will be reviewed by the Education team when the hands-on training begins.

End Users are trained by the Super Users through combination of self-paced tutorial and hands on experience. This education model ensures that resources are available long term to support the implementation at go-live and beyond project closeout. Phase 4: Go-Live Prior to Go-Live, all implementation team participants will meet to review the Plan and finalize Go-Live logistics, and decide on a go/no go to proceed.

On the day of Go-Live, the Super Users should be staffed without patient assignments, enabling them to assist with device changeover in their designated unit. Once implemented, they will be expected to support staff with questions, device education, and troubleshooting, encourage policy and procedure compliance, and serve as an ongoing resource for staff as future questions/concerns arise on their unit. Phase 5: Transition As a final step, the BD Project Manager will conduct a project closeout meeting with Hospital stakeholders. In the meeting, the following will be items will be reviewed: • Customer will confirm that the goals and objectives that have been outlined in the project scope have been achieved. • BD will ensure the Customer has received the product support and escalation path in the event that an issue arises in the future.

VII. Cost Proposal Requirements

This section describes the requirements to be addressed by bidders in preparing the State's Cost Sheet. The bidder must use the State's Cost Sheet. The bidder should submit the State's Cost Sheet in accordance with Section I Submission of Proposal.

THE STATE'S COST SHEET AND ANY OTHER COST DOCUMENT SUBMITTED WITH THE PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.

A. COST SHEET

This summary shall present the total fixed price to perform all of the requirements of the RFP. The bidder must include details in the State's Cost Sheet supporting any and all costs.

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

Prior to payment, Contractor must have the Automated Pharmacy Dispensing Machines and Controlled Substance Manager completely installed, operational, and the initial on-site training completed. Additionally, Contractor must conduct a testing routine to ensure the machines function through a complete process to include interfaces, data transmission, and all hardware parts function as designed.

Ongoing services provided after machines are fully operational, including but not limited to maintenance, support, repair, and distance training,

Please refer to the 6097 Z1 Cost Proposal in the Attachments section of the RFP.

B. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the RFP. 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.

Please refer to the 6097 Z1 Cost Proposal in the Attachments section of the RFP.

Attachments

Attachments Detail

- Attachment One (Business Requirements)
- Attachment Two (Technical Requirements)
- Attachment Three (Cost Proposal)
- Advisory Response – Guiding Principals
- Form A Bidder Contact Sheet
- Request For Proposal For Contractual Services Form
- Personnel Resumes
- Litigation Table
- Third-Party Vendor Terms

Attachment One (Business Requirements)

Attachment One (Business Requirements) follows this page.

Attachment One
Business Requirements Traceability Matrix

Request for Proposal Number 6097 Z1

Bidders are instructed to complete a Business Requirements Traceability Matrix for Operating Leased Automated Pharmacy Dispensing Machines Solution. Bidders are required to describe in detail how their proposed solution meets the conformance specification outlined within each Business Requirement.

The traceability matrix is used to document and track the project requirements from the proposal through testing to verify that the requirement has been completely fulfilled. The winning Bidder will be responsible for maintaining the contract set of Baseline Requirements. The traceability matrix will form one of the key artifacts required for testing and validation that each requirement has been complied with (i.e., 100% fulfilled).

The traceability matrix should indicate how the Bidder intends to comply with the requirement and the effort required to achieve that compliance. It is not sufficient for the Bidder to simply state that it intends to meet the requirements of the RFP. DHHS will consider any such response to the requirements in this RFP to be non-responsive. The narrative should provide DHHS with sufficient information to differentiate the Bidder's business solution from other Bidders' solutions.

The Bidder must ensure that the original requirement identifier and requirement description are maintained in the traceability matrix as provided by DHHS. Failure to maintain these elements may be grounds for disqualification.

How to complete the traceability matrix:

Column Description	Bidder Responsibility
Req #	The unique identifier for the requirement as assigned by DHHS, followed by the specific requirement number. This column is dictated by this RFP and should not be modified by the Bidder.
Requirement	The statement of the requirement to which the Bidder should respond. This column is dictated by the RFP and must not be modified by the Bidder.
(1) Comply	The Bidder should insert an "X" if the Bidder's proposed solution complies with the requirement. Describe in the response how the Bidder's proposed solution meets the requirement. The Bidder should leave blank if the Bidder's proposed solution does not comply with the requirement. If left blank, the Bidder should also address the following: • Capability does not currently exist in the proposed system, but is planned in the near future (within the next few months) • Capability not available, is not planned, or requires extensive source-code design and customization to be considered part of the Bidder's standard capability

Column Description	Bidder Responsibility
	• Requires an extensive integration effort of more than 500 hours
(a) Core	The Bidder should insert an "X" if the requirement is met by existing capabilities of the core system or with minor modifications or configuration to existing functionality.
(b) Custom	The Bidder should insert an "X" if the Bidder proposes to custom develop the capability to meet this requirement. Indicate "custom" for those features that require substantial or "from the ground up" development efforts.
(c) 3rd Party	The Bidder should insert an "X" if the Bidder proposed to meet this requirement using a 3rd party component or product (e.g., a COTS vendor, or other 3rd party). The Bidder should describe the product, including product name, its functionality and benefits in their response.

BUSINESS REQUIREMENTS

The following requirements describe what is needed to support DHHS business project operations.

Each requirement is identified by the following first three characters:

GEN	General Functional Requirements
SAF	Safety Requirements
WOR	Workflow Requirements
CSM	Controlled Substance Management Requirements
REP	Reporting Requirements
SEC	Security User Access Requirements
SER	System Service Support Requirements
TRN	Training

General Functional Requirements

This section presents the overall general requirements that apply to the system. Describe in the Response how the proposed solution meets the requirement.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
GEN-1	Describe how the proposed solution is designed for inpatient hospital dispensing of single-unit or unit-dose packages.	X	X		

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party

Response:

Our Pyxis CUBIE Pockets provide a high level of security, single med access to only one medication during the remove and refill process

and can be rapidly and easily reconfigured by clients. The Pyxis CUBIE Pocket technology increases efficiencies and medication safety by facilitating secure transport of medications to and from the Pyxis MedStation cabinet and Pharmacy. The pockets are available in several sizes and can be exchanged to accommodate changing storage needs and seasonal formulary changes. The unique and differentiating feature of the Pyxis CUBIE Pocket is the ability to "Increase Capacity" while also "Increasing Security." In all other fixed pocket industry offerings, capacity decreases with increased security.

MiniDrawers help to increase patient safety and improve quality of patient care, offering tremendous flexibility in terms of balancing capacity and control by operating in three modes, offering two tray sizes and multiple pocket configurations.

The single-wide MiniDrawer offers a narrow tray design that is suitable for dispensing unit dose tablets and medications with smaller packaging. The triple wide design of the MiniDrawer trays can accommodate syringes, larger quantities of medication and larger package sizes. The trays are detachable making customization and reconfiguration simple.

- Single-dose mode provides maximum control helping to reduce chances of dispensing errors, deliver the highest level of security and eliminate counting for nurses. In single-dose mode, the MiniDrawer tray steps out one pocket at a time so that only one dose is dispensed; never exposing more than one dose.
- Multi-dose mode helps reduce chances of dispensing errors and ensure the availability of a medication by giving nurses access to multiple doses of the same medication, but not all doses. In Multi-dose mode, a MiniDrawer tray with larger pockets is used so that multiple doses of a medication can be placed in each pocket. When a pocket is emptied, the tray steps out to the next pocket.
- Matrix mode helps ensure availability of medications by maximizing MiniDrawer line item capacity. In matrix mode, the MiniDrawer tray steps out completely enabling the user to access all pockets.

Matrix Drawers

The Matrix drawer is ideal for low cost, bulky items, which require minimal control. Because some items may take up more than one pocket (based on size and desired quantity), a matrix drawer will typically hold 30 to 40 line items.
- Flexible Matrix can be used to store floor stock or those items requiring less control.
- Bin Drawer works well for large items, such as 1-liter IV bags. (IV bags can also be managed in the 4-door Large Auxiliary.)
- Plastic Bins are sturdy, semi-flexible, plastic bins used in the Large Auxiliary to separate and manage supplies-the Large Auxiliary can contain up to twelve shelves. Special dividers are available which subdivide the plastic bins into several pockets. Plastic Bins are all the same height and depth and are available in five widths to fit your needs. They are good for managing IV bags, sets, and other small-to-medium sized items.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
GEN-2	The bidder's proposed solution must have secure methods to document and track all returns. Describe the methods available to handle unused medications that have been removed from the ADM.	X	X		

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
Response: Users can return medications, used or unused, to an Internal return bin or to pocket, as configured at the Pyxis Enterprise Server for that item and user role. Scan on return is configurable with the Pyxis ES to enforce appropriate workflows. The Pyxis MedStation ES is flexible and has many configuration options to accommodate client needs and requirements. All systems can be configured for an internal return bin available in the following sizes: Internal Return Bin (Pyxis Matrix Drawer) 10.5"(W) 5"(D) 4"(H) If an external bin is needed, it can be ordered separately in either of the following sizes: Large External Return Bin 15.3"(W)10.5"(D)13.1"(H) Small External Return Bins 13.3"(W) 7.8"(D) 6.8"(H)					
GEN-3	Describe how the proposed solution has the functionality to track outdated medications. Describe how this functionality works.	X	X		
Response: Using the Outdate Meds feature, in addition for users to view expired medications, Pyxis MedStation ES enables users to view a list of medications that will be expiring. The Pyxis MedStation ES has the option to track the expiration date of all medications and proactively notify the pharmacy of upcoming medications that will be expiring. Should a nurse try to remove a medication that has expired, a visual notification displays on the screen indicating that a medication in the pocket has expired. In addition, one of the key benefits of the Pyxis C^{II}Safe system is the ability to manage the outdating and expirations of controlled substances. The Outdate tracking feature allows users to quickly understand what medications are set to expire and give them the option of moving them to a pending destruction bin.					

GEN-4	Describe the system capability to track stock of medications stored in a medication refrigerator. If the refrigerator contains controlled substances, the proposed solution must include a locking component for the refrigerator.	X	X		

Response:

The Pyxis eLock Temp Monitor is a temperature-sensitive medication dispensing and monitoring system that integrates with the Pyxis MedStation ES. This system provides controlled point-of-use access to monitor internal temperatures of storage devices and warns users if the internal temperature of the storage device falls outside of defined limits. The system also electronically archives transaction and temperature data and generates reports necessary for regulatory compliance, inventory management and billing.

GEN-5	Describe the features available to ensure accurate storage, dispensing, and administration. For example, a barcode scanner, audible or visual warnings, etc.	X	X		

Response:

The BD Pyxis™ MedStation™ ES is an automated medication dispensing system supporting decentralized medication management. It helps clinicians safely and efficiently dispense the right medications, for the right patients at the right time. To ensure accurate storage, dispensing, and administration Pyxis ES includes the following features:

- **Expanded return and waste processes to support patient safety and clinical efficiency with workflow, documentation and interface enhancements.**
- **Support for advanced half-height Pyxis CUBIE drawers and pockets, bringing enhanced security and reliability to the flexible storage space and configurability options for which Pyxis CUBIE technology is known.**
- **New Medication Label Module that can print a patient-specific medication label upon removal to support patient safety and compliance with Joint Commission requirements. Proper medication labeling can help reduce medication errors, missing doses, and waste caused by mislabeled, open multi-use medications.**
- **Visual alerts on screen; set as, allergy warnings.**
- **Enhanced server functionality to provide more flexibility through medication configuration and user permissions, plus improved reporting features. These features support system and data security as well as medication safety and standardization.**

Use of scanning functions on Refill & Load, Return and Remove can also help to appropriately manage medication inventory. When Scan on Refill and Load is activated at a station, users must scan the medication identifier barcode for the medication being refilled or loaded. Scanned information is matched against the barcode database and alerts users that:

- **An item is a correct match.**
- **An item is an incorrect match.**
- **The scanner cannot find that particular barcode in the database.**
- **An item cannot be scanned.**
  An item cannot be loaded into the station (possibly because it is blocked from loading at the device using the Block Load feature at the formulary setting, another safety feature to ensure medications are not improperly loaded).

GEN-6	Describe how non-inventory items, such as a patient's own medication are managed with the system.	X	X		

	Response:				
	Medications managed by the station that are stored outside of the station are managed as Remote Stock. From the main menu, users can add Remote Stock after accessing the Storage Space Configuration.				
GEN-7	Describe the proposed solution's ability to work with 120 volt electrical outlets.	X	X		
	Response:				
	The BD Pyxis™ MedStation™ ES supports 100-240 V, 50-60 Hz, 1 amp NOM/3 amp MAX, 409 BTU Main/ 21 BTU Aux.				

GEN – 8	Please describe the diminsions of the machines. They must fit and function in rooms with the following sizes:
	
	LRC Buildings:
	
	Bldg 3: 1st Floor Door Opening is 38"; Room size 15' x 19'
	
	       2nd Floor Door Opening is 29"; Room sizes 8' x 15'
	
	Bldg 5: Door openings are 40"; Room size 11' x 8'
	
	Bldg 10: Door openings are 36"; Room size is 14' x 15' and 12' x 12'
	
	Bldg 14: 1st Floor Door Opening is 44"; Room size 11'7" x 10'4"
	
	       2nd Floor Door Opening are 36"; Room size 15' x 7' and 13' x 9'
	
	Whitehall Buildings:
	
	CLC Building: Door opening is 29", Height is 80"; Room size 14' x 11'
	
	Warner Bldg: Door opening is 29", Height is 80"; Room size 14' x 11"
	
	NRC Building:
	
	1West: Door Opening: 42" x 80"; Room Size 12'6" x 17'
	
	2West, 2East, 3West, and 3East: Door Opening 42" x 80"; Room Size 13' x 15'
	
	Pharmacy: Door Opening: 42" x 80"; Room Size 30' x 30'
	
	Please describe any special requirements for the rooms that the machines will be located in.
		X	X		

Pyxis MedStation ES system mains

| 6-drawer main | 4-drawer main plus bin | 2-drawer main | 0-drawer main |
| 22.8" W x 27" D x 55" H | 22.8" W x 27" D x 55" H | 22.8" W x 27" D x 27.8" H | 22.8" W x 27" D x 11.5" H |

Response:

| GEN-9 | Nebraska Revised Statutes §71-2445, §71-2446, §71-2447, and §71-2449 describe the requirements for use of automated dispensing machines in Nebraska hospitals. Describe how your system meets the requirements set forth by these statutes. | | | |

Response:

BD has the ability and experience interfacing with myAvatar and RxConnect to provide a proven turnkey integrated medication management solution. The proposed solution offers integration via an HL7 interface which will allow you to send ADTs & orders between the Netsmart solutions and BD's Pyxis MedStation™ ES. The ADT interface comes directly from myAvatar and automatically sets up the patient in the Pyxis machine. The ADT interface from myAvatar to other ADC vendor's systems don't automatically set up the patient within the ADC. Orders come from RxConnect and are reflected the same in the eMAR and the ADC. If the pharmacy changes the order during verification and validation, all parts of the EHR and ADC are automatically updated.

Additionally, RxConnect sends formulary updates to the ADC and myAvatar receives billing charges from the ADC via RxConnect. Our proposed solution utilizes state of the art technology providing integration with Netsmart and can integrate data such as, but not limited to, Patient Information for perpetual census, ADT, Pharmacy, Materials Management and outside vendors for restocking, and financial systems for patient charging.

Netsmart's medication management platform is focused on the five rights to closed loop medication management, including the automated process for support of best patient care. Pyxis MedStation™ ES is fully integrated with Netsmart's myAvatar care record, including CWS. This allows nursing, physician, and clinical consoles to have the most real time clinical decision support data in easy to access locations within their day to day experience with the EHR. No integration with another ADC vendor allows the full completion of the five rights without significant impact to timing, testing, and cost.

Safety Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SAF-1	Current inpatient pharmacy software in use is RxConnect. Describe how the vendor will establish and manage the interface with RxConnect in such a manner as to provide accurate, real-time medication profiles for all active patients. Profiling functionality should include the following: A. Transmission of all components of medication orders, including drug, dose, route, frequency, dosing schedule, and order start/stop times, B. Information on whether or not a pharmacist has reviewed an order. This functionality should then lead to the safety feature of limiting the variety and quantity of medications that are accessible without pharmacist review (override).	X	X		

Response:

Standard CCE Integration options include:

> **1. Admissions, Discharge, and Transfer (ADT)**
> **2. Usage (for Patient charges and/or Costing)**
> **3. Patient Medication Profile (BD Pyxis™ MedStation™ Only)**
> **4. Floor Stock (BD Pyxis™ MedStation™ Only)**
> **5. Electronic Medication Charting (BD Pyxis™ MedStation™ Only)**
> **6. Purchase Requisition/Restock Orders**

BD prefers HL7 messaging and supports version 2.2-2.7. Your BD Integration Engineer will work closely with you during the implementation process.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SAF-2	Describe how the proposed solution's UPS power backup has the capability to minimize downtime in the event of power failure.				

Response:

As part of the solution BD does not supply UPS. It is the client's responsibility to supply power and backup at the site for the dispensing machines.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SAF-3	Describe the proposed solution's ability to support user witness documentation.	X	X		

Response:

Witness rights are configurable at the Pyxis Enterprise Server; by location, formulary item, user role, and medication.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SAF-4	Describe the features available to prevent pharmacy staff from incorrectly loading a medication in the machine, i.e., right drug in the right machine position.	X	X		

Response:

The Pyxis ES has several methods to ensure the wrong medications are not improperly loaded or accessed.

1. To manage expiring meds, the system has the option to track the expiration date of all medications and proactively notify the pharmacy of upcoming medications expirations. Pyxis ES users with appropriate permissions can view a list of medications at a device that are expired or <u>will be</u> expiring using the Outdate function. Icons within the system also notify users if a pocket contains medications that may be expired or expiring so that users can take quick action to remove inappropriate medications from the system. Should a nurse try to remove a medication that has expired, a visual notification displays on the screen indicating that a medication in the pocket has expired if scan on remove is used.

2. To support optimal inventory stocking, Pyxis ES provides configurable options to alert pharmacy and nursing to changes in station inventory. The system can be configured to display attention notice bulletins, including Ordered Med Not Loaded, at the web-accessible Pyxis Enterprise Server; a quick way to access critical information.

3. Use of scanning functions on Refill & Load, Return and Remove can also help to appropriately manage medication inventory. When Scan on Refill and Load is activated at a station, users must scan the medication identifier barcode for the medication being refilled or loaded. Scanned information is matched against the barcode database and alerts users that:
   - An item is a correct match.
   - An item is an incorrect match.
   - The scanner cannot find that particular barcode in the database.
   - An item cannot be scanned.
   - An item cannot be loaded into the station (possibly because it is blocked from loading at the device using the Block Load feature at the formulary setting, another safety feature to ensure medications are not improperly loaded).

4. RxCheck functionality is a formulary option that would require a second check once a medication is loaded into a Pyxis ES device. Used for high risk and high alert meds, this secondary confirmation of proper loading provides additional assurance that the right medication has been loaded in the right storage space in the right device. If a user attempts to remove the medication before the secondary check is completed, a warning will warn of the current status and prompt the user to double-check the medication before removal.

The patient-centric workflow with Pyxis MedStation ES streamlines the process for nurses to find the medications. If a needed medication is not available in the current device, an alternate location can be found by simply hovering over the medication on the screen or by using the Global Med find feature. User access permissions define and control whether a nurse can access alternate locations.

SAF-5	Describe how the proposed solution indicates if there are additional medications listed for a patient beyond what appears on the screen.	X	X		

Response:

Pyxis MedStation ES supports a new patient centric workflow that helps nurses accomplish their goal of getting the medications they need for the patients safely and efficiently. From the main screen, users simply select My Patients, and a list of the user's patients will appear. The My Patients screen enables users a view of their patients and medication schedule summary.
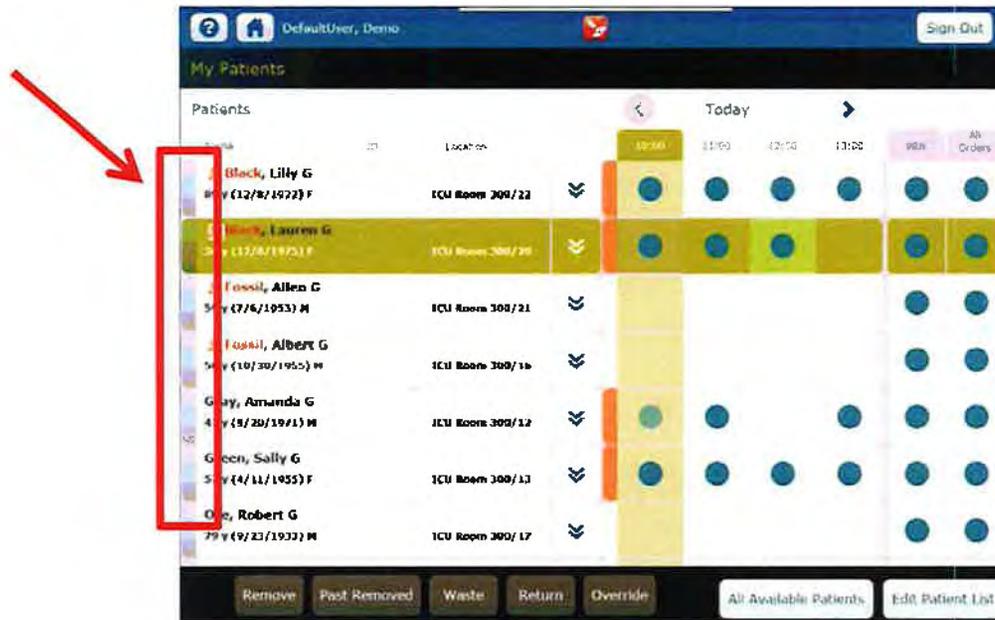
Patient information pulled from the ADT system and formulary and order data, pulled from the PIS, is readily available to the user within the My Patients workflow to ensure appropriate medication management for each patient.

Patients can be searched from the My Patients, All Patients, Patient Summary, and Facility Search screens. This helps streamline nursing workflow and support medication safety, especially in non-profile areas where a barcode identifier is typically available such as the OR, ED, and Procedural areas.

| SAF-6 | Describe the features available to alert or warn a user if a medication is being removed from the station outside of the timeframe allowed per hospital/facility policy. | X | X | | |

Response:

Pyxis ES devices supports a new patient centric workflow that helps clinicians accomplish their goal of getting the right medications they need for their patients, at the right time. The new My Patients screen enables users a view of their patients and medication schedule summary that includes an orange tab indicator for patients with past due medications that have not been removed.

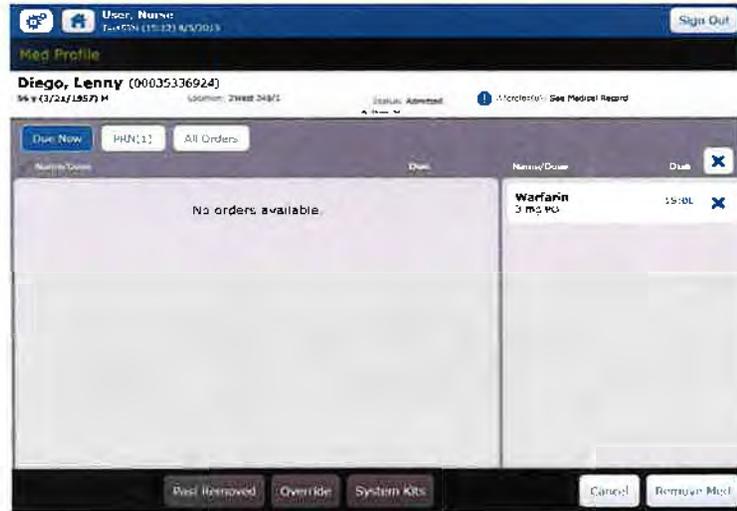| SAF-7 | Describe the functionality available to prevent a user from dispensing the same medication to a patient more than once in a defined timeframe. For example, if a night nurse pulls a pain medication for a patient and gives it at 07:00 am, is there any safeguard to prevent the day nurse from pulling the same medication to give at 7:15 am? | X | X | | |

Response:

Utilizing MiniDrawer in single dose mode provides customers with increased control in helping to reduce chances of dispensing errors increase the level of security and minimizes medication counting for nurses. In single-dose mode, the MiniDrawer tray steps out one pocket at a time so that only one dose is dispensed; never exposing more than one dose. This operating mode can be used with any MiniDrawer. Also, Using system barcodes to scan medications during the removal or return of medication helps to reduce medication dispensing errors, requiring barcode verification.

| SAF-8 | Describe the features available to identify doses due but not removed to prevent errors of omission. | X | X | | |

Response:

Pyxis MedStation ES supports a new patient centric workflow that helps nurses accomplish their goal of getting the medications they need for the patients safely and efficiently. From the main screen, users simply select My Patients, and a list of the user's patients will appear. The My Patients screen enables users a view of their patients and medication schedule summary.

| SAF-9 | Describe the safety features available to limit users with a certain access/security level from withdrawing medications of a certain class or individual medication products. For example, does the proposed solution provide a way to limit medication aides from accessing any controlled substances from the machine? | X | X | | |

Response:

Yes, access is based on user roles configured at the Pyxis ES Server. Permissions can be configured based on role, device, area, security groups, override groups and other configurable permissions. Also, Pyxis ES maximizes security of high risk medications with Pyxis MiniDrawer and Pyxis CUBIE drawer technology. Pyxis CUBIE pocket technology allows customers to increase medication line item capacity while at the same time increasing security.

SAF-10	Instances occur where it is not feasible to have an existing medication order prior to removing a medication from the ADM. Typically this is done through a process called an "override". This practice, although allowable, requires careful monitoring by pharmacy and nursing departments. Describe the proposed solution's ability to provide ADM override data (e.g. name of medication, quantity, location of the automated device, event date and time) in a format to allow for routine review to help evaluate and manage those medications approved for override access. If there are additional features available through the solution to minimize the risk of override use, please describe.	X	X			

Response:

Depending on the override rights for a particular drug and user, a medication can be overridden and dispensed if the order has not been approved by pharmacy. The Override Meds function allows the user to modify the quantity to dispense but facility policy may require a witness to override the ordered quantity.

To remove a medication on override, users select the patient that the medication is for. For users that have the correct override privileges, users may select the "Override" button.

The default workflow presents a list of available medications display during an override remove process or a non-profile station workflow; helping to support user efficiency.

Once the medication is selected, users will have to manually enter the amount of medication to be dispensed and select "OK". Selecting "Remove Med" will prompt the user for any other configurable features (i.e. selecting or entering a reason for the override). Accepting the transaction thereafter will enable users to remove the medication(s).

The Pyxis Enterprise Server enables standardization throughout facilities and health systems creating greater, centralized of user permissions. Unmatched user role configurability enables stronger role definition helping to drive efficiency and medication safety.

Profile Override report at the Pyxis Enterprise Server lists all Profile Override transactions that occurred during the specified time frame.

SAF-11	Describe the features available to direct user attention to higher-alert medications. Does the system use Tall-man lettering, standardized concentration displays, and/or standardized drug formulation designations (ex. Depakote ER vs CR)? If so, are these maintained by the vendor or the facility?	X	X			

Response:

The Pyxis ES supports use of the FDA and ISMP recommendation for TALLman lettering to help differentiate between "look-alike" and "sound-alike" medications. Clinical Data Categories may be configured by formulary item to provide warnings to the user as to certain conditions to assess prior to administration. With Pyxis MedStation ES, users have the ability to add notes to the formulary and well as during the discrepancy resolution process to add investigation notes.

Clinical Data Categories (CDCs) offer the opportunity to provide information to nursing staff on high alert medications. This information can be provided to users when medications are removed from, returned to, and wasted at the Pyxis MedStation ES. Used appropriately, they can help reduce the possibility of medication errors and to communicate important. The system can be configured to require a witness during the remove of high alert medications.

Whether a medication is available on override is determined by the configurations of the medication, the user role held by that particular user, and the areas to which that user has system access. There may also be witness requirements depending on the medication. Therefore, override lists are not device specific, but rather medication and user specific, allowing for more control, security and tracking of appropriate override user.

Workflow Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
WOR-1	Describe the proposed solution's ability to allow for monitoring of all the facility ADM machines in a central location, e.g. the inpatient pharmacy at the facility.	X	X		
Response: Yes. From the single hospital to Health System, BD provides solutions to meet today's healthcare needs. Our integrated analytics solutions provide one centralized location to access needed information and help hospitals maximize BD investments. Our Analytics Solutions can be customized by organization to ensure the performance indicators provide actionable and relevant metrics.					
WOR-2	Describe the features available in the proposed solution to improve efficiency and workflow. Does the proposed solution have a way to limit the access to medications that are only due during a specific timeframe? Can the proposed solution be configured to require two users to document certain events (high alert medications, controlled substance waste, etc.)?	X	X		

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
Response: The Pyxis ES is an enterprise-ready, scalable, web–accessible platform specifically designed to improve medication management across the continuum of care. It is comprised of the industry leading Pyxis Enterprise Server, Pyxis MedStation ES, and ancillary software solutions designed to help improve medication safety, streamline standardization efforts and reduce costs. The Pyxis ES platform promotes a patient-centric healthcare model, leveraging healthcare information technology systems and Active Directory integration to enable a single health system formulary, simplified identity management and workflow enhancements. The platform enables pharmacists to manage medications remotely and eliminate redundant tasks. Nurses can readily access secured medications using safe, simple workflows centered on the patient. Key innovations and enhancements in the software version include: - Advanced server scalability and optimization to meet the needs of growing health systems with flexible deployment options and centralized database management features. - Expanded return and waste processes to support patient safety and clinical efficiency with workflow, documentation and interface enhancements. Also, witness rights are configurable at the Pyxis Enterprise Server; configurable by medication and user, and user role. - Support for advanced half-height Pyxis CUBIE drawers and pockets, bringing enhanced security and reliability to the flexible storage space and configurability options for which Pyxis CUBIE technology is known. - New Medication Label Module that can print a patient-specific medication label upon removal to support patient safety and compliance with Joint Commission requirements. Proper medication labeling can help reduce medication errors, missing doses, and waste caused by mislabeled, open multi-use medications. - Enhanced server functionality to provide more flexibility through medication configuration and user permissions, plus improved reporting features. These features support system and data security as well as medication safety and standardization. - Take fewer steps to accomplish tasks. The new 'Remove' workflow is quicker than ever – in as little as 4 steps in 5 seconds, the user has the medication for the patient at the time due. - New safety enhancements make it easy for the users to identify or help avoid potential errors. For example, patients with the same last name are easily identified in the system, enabling clinicians to confirm they are on the correct patient profile. - The new workflows allow the user to access patient and medication information without leaving the workflow. Keeping information in one place helps clinicians get the information they need, more easily than ever before.				
WOR-3	Describe what safeguards the proposed solution provides if there is an attempt to unload an ordered medication from an ADM.	X	X		
Response: Only users with the correct privileges to dispense medications can access the patient centric workflow which displays the patient's medications and dispensing times. A technician will receive a warning if attempting to unload a medication that is ordered for a patient.				
WOR-4	Describe the proposed solution's ability to allow users to stop conducting an ADM inventory mid-way through the process and then restart the inventory process at the point they left off once they log back onto an ADM.	X	X		

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	Response: **If you need to leave the area or someone needs to use the device, you can select "Suspend" to stop the inventory count. When you sign back in, select "Inventory Count". A dialog box asks if you want to resume the inventory count. Select "Yes" to return to the screen where you left the inventory count.**				
WOR-5	Explain the capability the proposed solution has to allow a user to locate a specific medication and dose in any ADM in the facility. If available, are there limitations to the number of users? Does a user have to be logged in to one of the machines in order for this to work?	X	X		
	Response: **The Global Find feature is an enhanced capability allowing the user to locate medications beyond the local area. Global Find allows a user to search for a stocked out or unloaded medication's availability in other stations to access the medication required for a patient. Access to this feature requires one of two permissions to help identify the features – Global Find or Extended Global Find.** **Search results include only devices of the same type as local station. This feature can be accessed via the Remove screen or the Home screen.** **Client Benefit:** ● **Improves availability of medications when and where needed, supporting timely administration of therapy.** ● **Helps reduce nurse calls to pharmacy during stock outs, saving nursing and pharmacy time as well as improving nurse satisfaction.** ● **Improves availability of medications when and where needed for surgical cases.**				

Controlled Substance Management Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
CSM-1	Describe how the proposed solution includes a controlled substance manager cabinet for the LRC facility that will interface with all LRC automated dispensing cabinets. The controlled substance manager cabinet must be able to accommodate 80 unique line items and must be located in the pharmacy.	X	X		

Response:

The BD Pyxis C^{II}Safe™ system stores, tracks and monitors the replenishment of controlled-substance inventory within your hospital. With the BD Pyxis MedStation™ system and BD Pyxis™ Anesthesia system, the BD Pyxis C^{II}Safe system provides seamless hospital-wide management of controlled substances. Storage capacity with up to 99 vault doors controlled by one software application. Each door accommodates up to four shelves and up to 20 controlled substance line items.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
CSM-2	Describe how the controlled substance manager cabinet tracks the inventory changes from the cabinet in the pharmacy to the ADMs throughout the facility. What features are available to identify discrepancies and potential diversion within the process of delivering controlled substances from the pharmacy to the ADMs?	X	X		

Response:

Pyxis C^{II}Safe™ communicates with Pyxis MedStation ES via the BD Care Coordination Engine (CCE) providing real-time inventory levels and user activity Pyxis C^{II}Safe narcotic vaults are physically designed to improve security and come with a variety of diversion reports to assist the hospital in tracking and monitoring trends across the hospital. Pyxis C^{II}Safe provides a Proactive diversion report which tracks user behavior with respect to number of doses administered by med to allow detection of potential diversion. The Compare report immediately shows any discrepancies with regards to controlled substance transactions handled through the system.

Primary Pyxis C^{II}Safe Diversion-detection reports include the following:

- Pyxis MedStation ES vs. Pyxis C^{II}Safe Comparison - Identifies inconsistencies between the controlled substances that have been sent to the Pyxis MedStation ES unit from the Pyxis C^{II}Safe, and those that have been removed from the Pyxis ES unit that were destined for the Pyxis C^{II}Safe.
- Open Discrepancies - Lists all controlled substances for which the current physical count does not match the electronic count in the Pyxis CIISafe.
- Review Transaction Correction - Provides a list of the corrections that have been made to certain transactions (compound, prescription, receive, return, sale, send, and waste). It provides specific details for the transaction such as who corrected it, why, and if applicable, who witnessed it.
- Review Resolved Discrepancies - Lists all discrepancies that have been documented using the Resolve Discrepancy feature on the Pyxis CIISafe.
- Proactive Diversion Search - Tracks removal of controlled substances from the Pyxis ES units and identifies users who are falling outside of the standard dosing practice by a standard deviation of two or more for a nursing area.
- Special Sheets Management Reports
    - Outstanding Single-Med Sheets (>2)—Lists locations that have medication with more than two single Med Sheets.

	o Check for Outstanding Transaction—provides a summary, sorted by nursing area, of all single-medication administration records including labels, delivery, and drip sheets that are outstanding and have not been reconciled in the Pyxis CIISafe. o Outstanding Multiple-Med Sheets—provides a summary, sorted by nursing area, of all multiple-medication administration records that are outstanding and have not been reconciled in the Pyxis CIISafe. **Receive Meds - Produces a list of received medication transactions according to the selected parameters.**				
CSM-3	Describe how the proposed solution maintains a perpetual inventory for controlled substances and also maintains a history that can generate a secure record of "chain of custody" of inventory. The machines will be configured and stocked by hospital facility pharmacy staff. Describe how the proposed solution allows for ADM inventory counts to be audited at any time.	X	X		

Response:

Pyxis C^{II}Safe creates detailed tracking and reporting for each transaction. Using this secure system, hospital-wide controlled substance data can be managed centrally for accurate compliance reporting. Pyxis C^{II}Safe supports compliance with strict state and federal guidelines, allowing you to gain real-time audit capabilities, helping you control diversion and ensure staff compliance with government regulations.

CSM-4	Describe the features available to identify discrepancies and potential diversion within the ADM system as a whole.	X	X		

Response:

Pyxis C^{II}Safe provides a Proactive diversion report which tracks user behavior with respect to number of doses administered by med to allow detection of potential diversion. The Compare report immediately shows any discrepancies with regards to controlled substance transactions handled through the system.

Primary Pyxis C^{II}Safe Diversion-detection reports include the following:

- **Pyxis MedStation ES vs. Pyxis C^{II}Safe Comparison** - Identifies inconsistencies between the controlled substances that have been sent to the Pyxis MedStation ES unit from the Pyxis C^{II}Safe, and those that have been removed from the Pyxis ES unit that were destined for the Pyxis C^{II}Safe.
- **Open Discrepancies** - Lists all controlled substances for which the current physical count does not match the electronic count in the Pyxis CIISafe.
- **Review Transaction Correction** - Provides a list of the corrections that have been made to certain transactions (compound, prescription, receive, return, sale, send, and waste). It provides specific details for the transaction such as who corrected it, why, and if applicable, who witnessed it.
- **Review Resolved Discrepancies** - Lists all discrepancies that have been documented using the Resolve Discrepancy feature on the Pyxis CIISafe.
- **Proactive Diversion Search** - Tracks removal of controlled substances from the Pyxis ES units and identifies users who are falling outside of the standard dosing practice by a standard deviation of two or more for a nursing area.
- **Special Sheets Management Reports**
    - o Outstanding Single-Med Sheets (>2)—Lists locations that have medication with more than two single Med Sheets.
    - o Check for Outstanding Transaction—provides a summary, sorted by nursing area, of all single-medication administration records including labels, delivery, and drip sheets that are outstanding and have not been reconciled in the Pyxis CIISafe.

	o **Outstanding Multiple-Med Sheets—provides a summary, sorted by nursing area, of all multiple-medication administration records that are outstanding and have not been reconciled in the Pyxis CIISafe.** o **Receive Meds - Produces a list of received medication transactions according to the selected parameters.**				
CSM-5	Describe how the proposed solution allows for inventory audits as often as every shift based on facility-specific criteria. For example, all CII through CV medications in an ADM must be inventoried each shift.	X	X		

Response:

Pyxis C^{II}Safe creates detailed tracking and reporting for each transaction. Using this secure system, hospital-wide controlled substance data can be managed centrally for accurate compliance reporting. Pyxis C^{II}Safe supports compliance with strict state and federal guidelines, allowing you to gain real-time audit capabilities, helping you control diversion and ensure staff compliance with government regulations.

CSM-6	Describe how the proposed solution provides count verification customization with a blind count feature. For example, all controlled substance events require a user to enter the inventory amount at the time of the transaction, without a prompt for the expected amount.	X	X		

Response:

Based on permissions at the Pyxis Enterprise Server, permission for each activity (ex. Count Inventory, Load, Pend, Refill, etc.) can be set by medication Security Group (ex. Controlled CII, CIII, CIV-V, etc.) Also, Pyxis CIISafe Scan uses the medication barcode to verify that the correct medication is accessed. On screen messages and optional audio signals indicate whether the medication is correct, incorrect, or if the barcode cannot be read.

When dispensing controlled substances from the Pyxis CIISafe for a specific patient, users with the correct user privileges can access the Send Meds screen by selective Decrease Inventory from the main menu. In the Send Med screen, users will enter the location details, the med Selection area, quantity, Send From area and then to enter a specific patient, users will select Patient Specific. To generate patient-specific paperwork, a patient-specific sheet format can be selected in System Configuration.

Reporting Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
REP-1	Describe how the proposed solution has a robust reporting feature, including the ability to import and export data and configure reports at the facility level. The system must be able to produce various dispensing reports to include: a. all ADM events b. usage by date range c. return report d. usage by unit e. usage by drug f. stock replenishment g. user activity and h. inventory details. The system must have the ability to report administration events by patient for a defined period of time.	X	X		

Response:

The Pyxis Enterprise Server provides web-based, operational reporting which supports centralized decision-making. These reports include Server Activity reports, Server Inventory reports, Server Pharmacy reports, Server System reports, Server System Activity Reports, as well as Restricted reports which support diversion auditing. In addition to the standard reports available at the Pyxis Enterprise Server, the Pyxis MedStation ES cabinet provides the following reports:

Inventory—A complete inventory by device, by drawer, or by Outdated medications, and includes only those items that are below minimum or below maximum counts.
Refill Pick—For selecting medications to refill.
Refill Delivery—For medication delivery.
Events—The All Device Events report allows users to view all medication transactions at the device for the reporting period. This report can also be used to research discrepancies.

All cabinet reports are viewable on screen and can be printed at the cabinet or a network printer.

In addition, Knowledge Portal for Pyxis Medication Technologies with Data Insight enables the user to run ad hoc query reports, schedule custom reports, create distribution lists, receive email notifications and share queries between facilities for more consistent results. Data Insight provides our customers access to increased data and data management flexibility, allowing them to get the most value out of their Pyxis investments.

| REP-2 | Describe the ad hoc reporting capabilities offered through the proposed solution. | X | X | | |

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party

Response:

The Knowledge Portal for Medication Technologies with Data Insight enables the user to run ad hoc query reports, schedule custom reports, create distribution lists, receive email notifications and share queries between facilities for more consistent results. Data Insight provides our customers access to increased data and data management flexibility, allowing them to get the most value out of their Pyxis investments.

Additional pre-determined reports are:
- Inventory management and optimization
- Benchmarking analytics
- Health system (national), regional analytics
- User and System compliance
- Diversion reporting and analytics

Security and User Access Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-1	Describe how the proposed solution allows the facility to have administrative rights to oversee the systems including the ability to configure multiple access rights and security levels based on user privilege, to import/export data and to configure and generate reports. Describe the different access rights and/or security levels available and the methods by which facility clinical and IT staff can manage user access.	X	X		

Response:

Access is based on user roles configured at the Pyxis ES Server. Permissions can be configured based on role, device, area, security groups, override groups and other configurable permissions.

System configurations can be managed at the health system or site level depending on permissions granted by site and areas. The Pyxis Enterprise Server enables standardization, while supporting flexibility, throughout facilities and health systems to create greater, centralized management of formulary items, user permissions and other configurable system details. Unmatched user role configurability enables stronger role definition helping to drive efficiency and medication safety. The system can be configured to enforce user roles and access per client requirements.

| SEC-2 | Describe how the proposed solution provides fingerprint scanning access on all ADMs. | X | X | | |

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	Response:				
	BioID fingerprint identification system, inclusive in our offering, helps streamline login for greater control. BioID physically verifies user identity prior to granting station access, enhancing system security and meeting standard regulatory requirements for positive identification. Users are required to enroll a single finger that will be used to verify identity during future login attempts. BioID uses a proprietary matching algorithm that leverages multispectral imaging technology, ensuring that failure rates remain low. Failure rates are dependent on a number of user demographic and environmental factors. For BioID sign-in failure, Pyxis ES can be configured to require a witness after BioID sign-in failure. Additionally, Pyxis ES supports compliance with certain state regulations which require capturing the positive identification of the person responsible for a specific drug transaction including, but not limited to, the prescribing, administering, or dispensing of a drug. The system accomplishes this by requiring two forms of user identification, including a password or BioID as well as a secondary personal identifier such as a user-specific barcode, when a user accesses the Pyxis MedStation ES or Pyxis Anesthesia ES.				
SEC-3	Describe how the proposed solution tracks all activity specific to each user and process, including, at a minimum: date and time of login, invalid login attempts, and all transactions. This information must be able to be audited at any time.	X	X		
	Response:				

All BD services are included in Windows event logs. Some reports that can be generated from the Pyxis Enterprise Server are listed below:

- Activity Reports – Activity reports detail all user interactions with the system (a transaction history) for specific stations. Activity reports include specific information on all accesses, charges and credits, loading and unloading, discrepancies in the system, and refill activities.
- Inventory Reports - Inventory reports provide a detailed account of the status of inventory throughout the system, allowing effective inventory management. Reports can be generated for specific devices or for all devices. Depending on the report selected, users can also generate reports by zone, area, item name, item ID, as well as door and bin.
- System Reports - System reports provide a snapshot of what the system contains at the time the report is run. For example, a Formulary report lists all formulary items in the system and their options. A Clinical Data Categories report, lists all clinical data categories currently defined and any associated lists.
- System Activity Reports - System Activity reports monitor and track system-wide activity of the Pyxis Enterprise Server. These reports determine what user information has been modified and by whom, and track system access. These reports help maintain both the security and consistency of the Pyxis Enterprise Server across the health system.

The Knowledge Portal for Pyxis Medication Technologies provides auditing on how users are accessing the solution and includes all Pyxis Enterprise Server reports, logins, report usage, filters applied, action taken, such as exporting. The report and users can be audited on demand and stored for up to 10 years within the solution.

System Service Support Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SER-1	The Contractor must provide routine on-site equipment maintenance and on-call 24/7 technical assistance in any situation, including support for nursing and pharmacy staff. Describe how the proposed solution's maintenance/support is to be provided including expected response times.	X	X		

Response:

BD Client Support is available 24/7/365 through BD Technical Support Centers (TSC) to respond immediately to any support issue. A BD Client Support Representative will work with customers to perform initial troubleshooting. In most cases, problems are resolved over the phone. We can use remote diagnostics to connect into any console to help resolve issues.

Guaranteed Response Time (GRT) varies by service program and client site location. Troubleshooting is performed with our customers over the phone by our Technical Support Center utilizing our Remote Support Services (RSS), and in many cases resolution and closure occur without the need for any on-site service. Calculation of response times from the time a call is placed is, in the vast majority of cases, not applicable. Actual on-site Guaranteed Response Time (GRT) vary by Support Agreement type, as follows:

- Standard Support Plan – 24 hr GRT, Credit 5% of unit monthly support fee
- Advanced Support Plan – 8 or 24 hr GRT, Credit 20% of unit monthly support fee.
- Elite Support Plan – 4 hr GRT, 95% cumulative for all covered equipment, Credit 5% of applicable equipment cumulative monthly support fee.

Regardless of the type of program or client location, Our Field Service Technicians meet 98% of all contractual Guaranteed Response Times (GRT), and our average time to clear a reported issue, from the time it is reported to the time it is resolved to the customer's satisfaction, is less than 5 hours. This ensures that even if there is an issue with a given device, it is responded to and resolved very rapidly.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SER-2	Describe how the process for system upgrades and routine maintenance impacts end user access. If downtimes are necessary, how is the potential impact on clinical care minimized?	X	X		

Response:

System updates are coordinated with your Client Service Manager/representative, System and/or Application Specialists. They will work with your system administrator to ensure that all of the appropriate configuration changes are made as needed with each update/upgrade. Typically, an update/upgrade is accompanied by Installation and Support documentation that is utilized by these field support resources to ensure a smooth update occurs for your system. Also, generally speaking, each effected device requiring maintenance or service is taken out of operation until the necessary repair has been performed and operation of the device has been validated. Time to perform these services varies based on the complexity of the service being provided. Current average time to close an on-site call from the time the problem is reported.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SER-3	Describe the process for replacement when a machine has been out of service for more than 3 calendar days.	X	X		

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
Response: It has been our experience that because of the extensive number of Field Service Technicians that we have in the field along with a large inventory of service parts immediately available for Pyxis devices, requirements for loaner equipment or new cabinets are extremely rare. Devices are typically repaired and back in service within hours of a reported issue. But in the event that a catastrophic failure occurs for unseen reasons, BD will make every effort to ensure that the affected device is replaced within the shortest amount of time possible.					
SER-4	Describe the process for returning the machines to the contractor at the end of the lease period, if the lease is not renewed.				
Response: Customers must return product within 90 calendar days; Process is to contact Order Management to get return initiated, with outcome either being a credit, replacement unit to be sent or denial due to, for instance, having exceeded 90 calendar days.					

Training Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TRN-1	Describe how the Bidder's proposed solution provides initial and ongoing training and training materials for all operational aspects of the system to all end users, internal and external. The winning Bidder is encouraged to use a combination of classroom and on-line learning techniques, as appropriate. Describe the proposed training plan.	X	X		

Response:

BD has developed a comprehensive training and education plan for our clients to learn about Pyxis systems. BD utilizes a Train-the-Trainer methodology:

- **All System Managers, Super Users, and Anesthesia Providers are trained by BD associates**
- **All remaining end users are trained by their Super Users**
- **All users are trained through a combination of self-paced online tutorials and live hands-on experiences**
- **Model ensures support at go-live and long term sustainability**
- **Clinical and Pharmacy Super Users train end users on how to effectively use the system.**
- **Super Users provide support during go-live and beyond.**
- **Recommended number of Super Users is up to 15% of end users**
- **Online tutorials are assigned prior to on-site training.**
- **BD trainers deliver hands-on sessions covering the product, use of the available materials and tools, and end user training delivery.**

Also, web-based support and training is provided free of charge to an unlimited number of employees on the BD Service and Support Center. The Service and Support Center allows Pyxis™ customers to submit a case online with our Technical Support Center. Users have the ability to check the status of open cases, view case history and find troubleshooting solutions. Also, customers can login to see Content Libraries, Newsletters, Blogs, and upcoming Events.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TRN-2	Describe how the Bidder's proposed solution develops, uses and provides training material to DHHS for initial and ongoing training. The content of these materials will be consistent with the User Manual, any Operating Procedures and Help text.	X	X		

Response:

Clients have 24/7 access to BD's web-based support and training is provided free of charge to an unlimited number of employees on the BD Service and Support Center. The Service and Support Center allows Pyxis™ customers to submit a case online with our Technical Support Center. Users have the ability to check the status of open cases, view case history and find troubleshooting solutions. Customers can login to see Content Libraries, Newsletters, Blogs, and upcoming Events.

Also, once the user completes one of BD's System Manager Courses on the Client Portal they are able to access our Client Community. The Client Community allows customers to post, contact people on BD's Education Team, and talk with other customers about best practices or ask questions. The portal is 24/7 so customers are able to login at their convenience.

Attachment Two (Technical Requirements)

Attachment Two (Technical Requirements) follows this page.

Attachment Two
Technical Requirements Traceability Matrix

Request for Proposal Number 6097 Z1

Bidders are instructed to complete a Technical Requirements Traceability Matrix Operating Leased Automated Pharmacy Dispensing Machines Solution. Bidders are required to describe in detail how their proposed solution meets the conformance specification outlined within each Technical Requirement.

The traceability matrix is used to document and track the project requirements from the proposal through testing to verify that the requirement has been completely fulfilled. The winning Bidder will be responsible for maintaining the contract set of Baseline Requirements. The traceability matrix will form one of the key artifacts required for testing and validation that each requirement has been complied with (i.e., 100% fulfilled).

The traceability matrix should indicate how the Bidder intends to comply with the requirement and the effort required to achieve that compliance. It is not sufficient for the Bidder to simply state that it intends to meet the requirements of the RFP. DHHS will consider any such response to the requirements in this RFP to be non-responsive. The narrative should provide DHHS with sufficient information to differentiate the Bidder's technical solution from other Bidders' solutions.

The Bidder must ensure that the original requirement identifier and requirement description are maintained in the traceability matrix as provided by DHHS. Failure to maintain these elements may be grounds for disqualification.

How to complete the traceability matrix:

Column Description	Bidder Responsibility
Req #	The unique identifier for the requirement as assigned by DHHS, followed by the specific requirement number. This column is dictated by this RFP and should not be modified by the Bidder.
Requirement	The statement of the requirement to which the Bidder should respond. This column is dictated by the RFP and must not be modified by the Bidder.
(1) Comply	The Bidder should insert an "X" if the Bidder's proposed solution complies with the requirement. Describe in the response how the Bidder's proposed solution meets the requirement. The Bidder should leave blank if the Bidder's proposed solution does not comply with the requirement. If left blank, the Bidder should also address the following: • Capability does not currently exist in the proposed system, but is planned in the near future (within the next few months) • Capability not available, is not planned, or requires extensive source-code design and customization to be considered part of the Bidder's standard capability

Column Description	Bidder Responsibility
	• Requires an extensive integration effort of more than 500 hours
(a) Core	The Bidder should insert an "X" if the requirement is met by existing capabilities of the core system or with minor modifications or configuration to existing functionality.
(b) Custom	The Bidder should insert an "X" if the Bidder proposes to custom develop the capability to meet this requirement. Indicate "custom" for those features that require substantial or "from the ground up" development efforts.
(c) 3rd Party	The Bidder should insert an "X" if the Bidder proposed to meet this requirement using a 3rd party component or product (e.g., a COTS vendor, or other 3rd party). The Bidder should describe the product, including product name, its functionality and benefits in their response.

TECHNICAL REQUIREMENTS

The following requirements describe what is needed to support DHHS technical project operations.

Each requirement is identified by the following first three characters:

TEC	General Technical Requirements
STN	Standards Requirements
ERR	Error Handling Requirements
BKP	Backup and System Recovery Requirements
SEC	Security Requirements
INT	Interfaces/Imports/Exports Requirements
TST	Testing Requirements

General Technical Requirements

This section presents the overall technical requirements that apply to the software. Describe in the Response how the proposed solution meets the requirement.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TEC-1	If the proposed solution is hosted by the State describe how it will be supported using virtual servers	X	X		
Response: **Netsmart is proposing a fully hosted system. In the event the State chooses to host themselves, then BD offers three options: software only, virtual machine, or turnkey with BD supplied hardware.** **The BD Pyxis™ MedStation™ ES server can leverage existing virtual environments. BD can provide a VMware virtual machine to be imported or a virtual machine can be provided with prerequisites for installation. If you choose to have BD provide a virtual machine image (OVF), this VM is limited to a VMware ESXi server versions 4.x, 5.x, or 6.0-6.5.**				
TEC-2	Describe any third party components that are proposed as part of the solution, i.e. using Crystal Reports as a reporting tool.	X			
Response: **Only BD products and solutions are included in this proposal.**				

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TEC-3	Describe the software licensing model of the proposed solution, including any required third party licensing.	X	X		

Response:

Since the product is a turnkey solution, all necessary hardware and software, within the contracted terms and conditions of specific solution configurations, is provided to operate the system and allow for adequate future growth. The current system hardware and software platforms are specifically designed for scalability, in order to accommodate normal future capacity requirements. BD utilizes a combination of standard Microsoft operating systems, along with Microsoft database software and proprietary applications within a network configuration. The server(s) can be deployed as software only, VMware ready images or as a turnkey solution on Dell hardware. The system is also an enterprise license with no concurrent user restrictions. For software only and remote database installations, the customer is responsible for the licenses of the host operating system(s) and database(s).

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TEC-4	Describe how the proposed solution's upgrade and maintenance process minimizes downtime and impact to the users.	X	X		

Response:

Updates, maintenance, patches etc. are generally "pushed" to customer servers through the use of our Remote Support Services (RSS). When updates and patches are identified as being applicable to Pyxis devices, BD provides notification to our customers that the necessary is needed to update their affected systems and, after obtaining permission from the customer to do so, will push the patches through the BD support connect remote connection tool. After the patches/updates have been installed, performance testing is implemented to ensure that the affected devices continue to perform within defined specifications.

Minimizing downtime is most effectively managed in two ways: first, by providing 24/7 coverage with our Technical Support team utilizing Remote Support Services to quickly diagnose and, in a majority of cases, resolving the issue over the phone with our customer. Second, in the event that on-site assistance is needed to resolve an issue, BD will immediately dispatch one of our readily available Field Service Technicians to the customer's facility. BD meets or exceeds 98% of our contractual on-site obligations, and our average time to close a call, from the time an FST is dispatched to the time the issue is resolved, is five hours. Our 24/7/365 on-site coverage is unmatched in the industry, as are the number of available Service technicians to respond to our customer's needs.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TEC-5	Describe any redundancy built into the proposed servers or databases to limit any downtime in the Bidders proposed solution.	X			

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
Response:					

With the proposed hosted solution, the client's severs will reside in Netsmart's Plexus Cloud. The environment is built and designed with both local high availability and remote disaster recovery in mind. Netsmart maintains geographically dispersed, redundant data centers in Missouri and Ohio, which all client environments are replicated to. Each data center has redundancy built for HVAC, power, and Internet. The data centers are geographically dispersed to guard against the most extraordinary circumstances. Our warm failover data center option replicates the entire data center and its data to within 15 minutes of production. An entire environment can be recovered, even in the event of catastrophic disaster affecting the entire facility or region, from our secondary data center located in a different geographical location. The service is tested twice annually to ensure recovery processes are functional.

In the event of a catastrophic event within the primary data center, Netsmart can failover to our secondary data center and continue operations. Failover to the secondary data center environment can be configured and contracted for to meet your business recovery point and recovery time requirements.

- **Recovery Point Objective (RPO):** The maximum tolerable period in which data might be lost from an IT service due to a major incident.

- **Recovery Time Objective (RTO):** The duration of time and a service level within which a business process must be restored after a disaster (or disruption) is declared in order to avoid unacceptable consequences associated with a break in business continuity.

The Netsmart Plexus Cloud is designed to accommodate a four-hour RTO and 15-minute RPO.

If the client chooses to self-host, the BD system allows for Microsoft SQL Clustering within client provided Microsoft SQL Enterprise environments.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TEC-6	Describe how the proposed solution has the ability to share data securely, including importing and exporting of data to/from other application software tools.	X	X		
Response:					

The BD Pyxis™ ES system supports IPsec encryption between servers and stations as well as between servers for Data in Transit encryption.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TEC-7	Describe how the proposed solution has the ability to archive data per DHHS's required record retention schedules.	X	X		
Response:					

The BD Pyxis™ Enterprise Server stores up to 90 days of transactional/report data and has the ability to export data from reports into XML, CSV, PDF, MHTML, Excel, TIFF, and Word formats. The BD Knowledge Portal for Medication Technologies is available to archive data for 7 years online.

TEC-8	Describe how the proposed solution has the ability to generate reports and ad hoc queries without performance impact to user access or system response time.	X	X		

Response:

Reporting is web-based and does not require special interfaces or hardware. It does not impact the system response time.

The Pyxis Enterprise Server's web-based access enables greater flexibility for hospitals across a health system to access reports. The Pyxis Enterprise Server stores up to 90 days of report data. Reports can be exported and stored in a variety of ways for long term storage.

Zoom capabilities enhance Pyxis Enterprise Server reporting usability by enabling all columns to easily fit on a single page; helping to save paper and making reports easier to reach and use. This feature can be used for both on-demand or scheduled My Reports.

Report default configurations support simplified report set-up and printing, improving the view and print options for the All Discrepancies report, Device Inventory report, Pick and Delivery report and Hospital Wide Med Summary report.

The All Discrepancies report improves the presentation of – and supports the resolution of – unresolved discrepancies.

Users with the appropriate permissions can schedule batch reports that will automatically run specific reports on a scheduled basis. Users have the option to export reports in a variety of formats and can be saved in another folder. Additionally, report scheduling includes the ability to save scheduled reports to the network in several file formats, including XLS, CSV, DOC and PDF.

TEC-9	Describe how the Bidder's proposed solution provides an auto archive/purge of the log files to prevent uncontrolled growth of the log and historical records storage using administrator-set parameters.	X	X		

Response:

The BD Pyxis™ Enterprise Server runs a purge prior to the scripted backups.

Standards Requirements

DHHS currently operates its computer system in compliance with many technology and operational standards. These standards originate from internal development, industry best practices and governmental mandates. The Bidder should describe how all applications provided by the Bidder operate in compliance with these standards and practices.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
STN-1	Describe how the Bidder's proposed solution complies with digital signature requirements described in the Nebraska Digital Signatures Act. Refer to http://www.sos.ne.gov/rules-and-regs/regsearch/Rules/Secretary_of_State/Title-437.pdf for definition and standards in Nebraska.				

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
Response: The BD Pyxis™ Enterprise Server requires users to log into the system (web or station). This login detail is then used for reporting functions. The system also allows the System Administrator to enable Witness functions for queue and/or waste of selected medications; this requires a second user to provide login credentials. Customer to determine if these features meet requirements.					
STN-2	Describe how the Bidder's proposed solution conforms to the sub-parts of Section 508 of the Americans with Disabilities Act (ADA), and any other appropriate State or federal disability legislation. Refer to http://www.ada.gov/508/.				
Response: BD's products are not subject to Section 508 of the Voluntary Product Accessibility Template.					
STN-3	If the solution requires client software to be installed, describe how the Bidder's proposed solution assures that all software used for the solution can be distributed, installed and configured in an unattended "silent" manner.				
Response: The BD Pyxis™ Enterprise Server is managed via Internet Explorer v9-v11; an SSRS ActiveX plugin is only required for desktops that print reports.					
STN-4	Current DHHS policies prevent users from making administrative changes and downloading software locally to their PC. Describe how the Bidder's proposed solution supports this policy.	X	X		
Response: The Pyxis ES is an enterprise-ready, scalable, web–accessible platform that does not require users to download software on local PCs. Access is based on user roles configured at the Pyxis ES Server. Permissions can be configured based on role, device, area, security groups, override groups and other configurable permissions.					
STN-5	Current DHHS policies recommend not storing any data locally in the event that a user's desktop PC needs to be reimaged (which deletes locally stored data). Describe how the Bidder's proposed solution supports this policy.	X	X		
Response: All data is stored on the Pyxis Enterprise Server for up to 90 days.					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
STN-6	Describe how the Bidder's proposed solution maintains licensed software, including all third-party software, no more than two supported versions behind the latest release and is the version supported by DHHS.		X		

Response:

If BD releases an Update/Upgrade to the Software then BD shall install the Update/Upgrade, deliver notice to the customer of the Update/Upgrade, and the customer shall promptly perform an audit of the proper communication of transactions between the BD Pyxis™ product and Customer's information system.

The distinction between updates to a BD Pyxis™ product and an upgraded BD Pyxis™ product is as follows:

Update: An update to the software integrated into any BD Pyxis™ product to maintain the functionality or enhance the operation or security of the Software (e.g., operating system bug fixes, virus updates, patches, etc., each, an "Update"). BD provides such Updates periodically at no additional charge for any BD Pyxis™ product under a Support Agreement.

Upgrade: A new version of a BD Pyxis™ product that contains features and functionality not available in previous versions of the BD Pyxis™ product ("Upgrade"). An Upgrade does not include any hardware, third party software, or any software that BD generally licenses as a separate product from the software. Since pricing and timing of an Upgrade is not determinable in advance of commercial release, BD cannot make any advance commitments as to the availability and/or pricing of any such Upgrade.

Software updates are pushed from BD and depending on the deployment model our customers choose, determines how these updates are provided. Customer is responsible for maintaining version compatibility with standards. View Terms and Conditions for licensing responsibilities.

STN-7	Describe how the Bidder's proposed solution is available online 24 hours a day and 7 days a week, 99.9% of the time each month.				

Response:

Yes, the Netsmart Hosted solution of 99.9% availability SLA would comply.

STN-8	Describe the Bidders responsibilities to address an error or application deficiency versus what actions are required of the state to minimize or resolve application errors.	X	X		

Response:

The customer is required to open a ticket with the BD Technical Support Center.

STN-9	Provide the Server requirements and a proposed configuration/server environment diagram if the proposed solution is a State self-hosted solution.				

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party

Response:

In the event the State chooses to host themselves, Your BD Project Manager will work with the State to determine the proper configuration based on the location and number of stations along with other requirements.

The BD Pyxis ES system is a scalable, web-based platform specifically designed to improve medication management across the continuum of care. BD HealthSight Viewer provides an integrated pharmacy operation dashboard and actionable notifications, with the ability to leverage data from the BD Pyxis™ ES and BD Alaris™ Systems.

Here is an example of the server's required:

BD Pyxis™ Enterprise Server

Server Type	Number of Devices	vCPU Count	CPU Reservation (MHZ)	Memory (GB)	Memory Reservation (GB)	Hard Drive 1 (C:) (GB)	Hard Drive 2 (D:) (GB)
Pyxis ES Server APP [4]	<100	4	4000	6	6	80	30
Pyxis ES Server DB [1]	<100	4	4000	24	24	80	400
Pyxis ES Server Rpt/ISS [2,4]	<100	4	4000	8	8	80	50
Pyxis ES Server Test [2]	<15	4	4000	8	8	80	100
Med ES Station Test [3]	n/a	1	1000	2	2	30 [3]	n/a

[1.] Requires SQL 2012 dedicated SQL instance. Must match OS version. If customer SQL is used, DB Server is no longer required.
[2.] Requires local SQL instance. Server will host the relevant Medstation ES components along with the HealthSight Viewer application.
[3.] Customer provided – Dedicated Windows® 7 32/64-bit, or Windows® 10 64-bit OS to host the Test Station software. Requires minimum of 20GB free space for application install.
[4.] Customer provided SSL Certificate required.

If 10 GB network is used, only 1 NIC is required for DB Servers <500 and <750/850 otherwise 2 NICs are required.
One Sync server required for every installation greater than 250 devices, then an additional one every 250 thereafter.

Error Handling Requirements

The management of the system requires that all occurrences of errors be logged for review and that critical errors be accompanied by appropriate alerts. Authorized users need to be able to query and review the error log and configure the alerts.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
ERR-1	Describe the Bidder's proposed Error Handling functionality.	X	X		
Response: **If you encounter any issues, please contact TSC for assistance.** **The BD Pyxis™ Enterprise Server displays status indicators on the homepage. These are represented by symbol types Diamond, Triangle, and Square and color notices Red, Orange, Yellow, Green, and Gray. Examples of attention notices include: Critical Low, Device Not Communicating, Device on Critical Override, Failed Storage Space, Patient Information Delayed/Down, Pending Software Update, Pharmacy Order Delayed/Down, Queued Formulary Items, Stock Out, Temperature Out of Range, and Unresolved Discrepancy.** **The BD Pyxis™ MedStation™ ES system displays indicators on the screen to alert you for the following issues: Critical Override, Device Disconnected from Server, Discrepancy, Failed Drawer (Hardware), Interface Delay (Orders), Interface Down (Orders), Temperature Out of Range (for the Pyxis™ SMART Remote Manager), Temporary Non-Profile.**				
ERR-2	Describe how the Bidder's proposed solution provides a comprehensive set of edits at the point of data entry to minimize data errors and provide immediate feedback in order for incorrect data to be corrected before further processing (e.g., spell check).	X	X		
Response: **All data is verified before leaving the system and database integrity checks are held weekly.**				
ERR-3	Describe how the Bidder's proposed solution allows for a user to view, filter, sort, and search a comprehensive error log.	X	X		
Response: **If you encounter any issues, please contact TSC for assistance.** **The BD Pyxis™ Enterprise Server application level logs are on the server.**				
ERR-4	Describe how the Bidder's proposed solution includes a comprehensive list of error messages with unique message identifiers.	X	X		

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party

Response:

If you encounter any issues, please contact TSC for assistance.

The BD Pyxis™ Enterprise Server displays status indicators on the homepage. These are represented by symbol types Diamond, Triangle, and Square and color notices Red, Orange, Yellow, Green, and Gray. Examples of attention notices include: Critical Low, Device Not Communicating, Device on Critical Override, Failed Storage Space, Patient Information Delayed/Down, Pending Software Update, Pharmacy Order Delayed/Down, Queued Formulary Items, Stock Out, Temperature Out of Range, and Unresolved Discrepancy. The BD Pyxis™ MedStation™ ES system displays indicators on the screen to alert you for the following issues: Critical Override, Device Disconnected from Server, Discrepancy, Failed Drawer (Hardware), Interface Delay (Orders), Interface Down (Orders), Temperature Out of Range (for the Pyxis™ SMART Remote Manager), Temporary Non-Profile.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
ERR-5	Describe how the Bidder's proposed solution displays errors to the user/operator in real-time whenever an error is encountered.	X	X		

Response:

If you encounter any issues, please contact TSC for assistance.

The BD Pyxis™ Enterprise Server displays status indicators on the homepage. These are represented by symbol types Diamond, Triangle, and Square and color notices Red, Orange, Yellow, Green, and Gray. Examples of attention notices include: Critical Low, Device Not Communicating, Device on Critical Override, Failed Storage Space, Patient Information Delayed/Down, Pending Software Update, Pharmacy Order Delayed/Down, Queued Formulary Items, Stock Out, Temperature Out of Range, and Unresolved Discrepancy. The BD Pyxis™ MedStation™ ES system displays indicators on the screen to alert you for the following issues: Critical Override, Device Disconnected from Server, Discrepancy, Failed Drawer (Hardware), Interface Delay (Orders), Interface Down (Orders), Temperature Out of Range (for the Pyxis™ SMART Remote Manager), Temporary Non-Profile.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
ERR-6	Describe how the Bidder's proposed solution has the ability to suppress error messages based upon user-defined criteria.	X	X		

Response:

If you encounter any issues, please contact TSC for assistance. The BD Pyxis™ Enterprise Server and the BD Pyxis™ MedStation™ ES systems both display errors away from the working area of the user.

Backup and System Recovery Requirements

DHHS requires the ability to create backup copies of the software and to restore and use those backup copies for the basic protection against system problems and data loss. This requirement refers to all application system files, data files, and database data files. The Bidder's proposed solution should provide a comprehensive and easily manageable backup and recovery process that is responsive to DHHS needs.

The Bidder's proposed solution should identify and implement a system recovery plan that ensures component failures do not disrupt services. The plan should be completed, implemented, and tested prior to system implementation.

The successful Bidder's solution should specify all needed hardware, software, and tools, and the plan should clearly define all roles, responsibilities, processes, and procedures. The solution should be sufficiently flexible to integrate with existing DHHS capabilities and accommodate future changes.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
BKP-1	Describe the Bidder's proposed Backup and System Recovery plan. Include all needed hardware, software, and tools, and clearly define all roles, responsibilities, processes and procedures. Describe the Bidder's proposed backup retention schedules – daily, weekly, monthly, quarterly, etc.	X	X		
Response: The BD Pyxis™ ES system supports agent-based database back up provided by the customer. Operating System, Database, and Application backup is the responsibility of the customer. SQL compression of backups to allow for compression of scheduled backups for the database instance is supported. The system performs a full backup of each user database every Sunday at 12:15 AM local time. The system performs a differential backup of each user database every day at 2:15 AM local time, except Sunday. The system performs a transaction log backup of each user database every two hours after the job becomes effective. The network location of the backups is provided during the Implementation Process.					
BKP-2	Describe the Bidder's proposed Disaster Recovery Plan. Include all needed hardware, software, and tools, and clearly define all roles, responsibilities, processes and procedures.	X	X		
Response: Disaster Recovery Planning is the responsibility of the customer. BD will assist with recovery of the application from provided backups.					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
BKP-3	Describe how backups of the Bidder's proposed solution are able to be scheduled outside of normal working hours and without user intervention.	X	X		

Response:

The BD Pyxis™ ES system supports agent-based database back up provided by the customer. Operating System, Database, and Application backup is the responsibility of the customer.

SQL compression of backups to allow for compression of scheduled backups for the database instance is supported.

The system performs a full backup of each user database every Sunday at 12:15 AM local time.
The system performs a differential backup of each user database every day at 2:15 AM local time, except Sunday.
The system performs a transaction log backup of each user database every two hours after the job becomes effective.

The network location of the backups is provided during the Implementation Process.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
BKP-4	Describe what formats the database can be extracted to in the case the state needs to work with the data in a different environment or if the current contract were to terminate and the state will need to extract the data.	X	X		

Response:

The BD Pyxis™ ES system supports Microsoft SQL Server. Data can be extracted via the report export feature.

Security and Audit Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-1	Describe the Bidder's proposed security safeguards integrated into their application and how these safeguards address DHHS security. Refer to DHHS Information Technology (IT) Access Control Standard (DHHS-2013-001-b) for specific requirements: http://dhhs.ne.gov/IT%20Policies/Information%20Technology%20(IT)%20Security%20Policies%20and%20Standards.pdf	X	X		
Response:					
Document could not be found (error 404). All access to the system requires users to be authenticated. Users only see areas they have assigned permissions to view. Customer is responsible for user/permission management.					
SEC-2	Describe how the Bidder's proposed solution complies with Federal, State, and division-specific security requirements including but not limited to: • Health Insurance Portability and Accountability Act (HIPAA) of 1996 • Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009 • Nebraska Electronic Signature Statute http://www.nebraskalegislature.gov/laws/statutes.php?statute=86-611 • Privacy Act of 1974 • 45 CFR 85 Security standards for PHI • Office of the National Coordinator's Nationwide Privacy and Security Framework for Electronic Exchange of Individually Identifiable Health information https://www.healthit.gov/sites/default/files/nationwide-ps-framework-5.pdf Refer to the Nebraska DHHS Information Systems and Technology Security Policies and Standards for more information (http://dhhs.ne.gov/Pages/fin_ist_policies.aspx).	X			

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	Response: BD policies and SOC2 are designed and maintained to address and comply with the following federal regulatory standards: • **HIPAA 45 CFR Security Rule** • **HIPAA 21 CFR 820** • **ISO 13485** • **ISO 9001** • **UL 2900** • **NIST 800 series** **At a minimum, each of these standards drives consistent compliance to each of the regulations identified by the State of Nebraska.**				
SEC-3	Describe how the Bidder's proposed solution meets the DHHS requirements for unique user ID access. Include: • Specification on configuration of the unique user ID. • How the unique user ID is assigned and managed. • How the unique user ID is used to log system activity. • How the system handles the creation of duplicate user ID accounts.	X	X		
	Response: **With Pyxis ES, customers manage one user database. Robust Active Directory integration capabilities allow centralized user management for the entire health system or single hospital. Pharmacy no longer needs to manage lost passwords, employee terminations, or new hire user accounts in the Pyxis system. IT focuses on user identities; Pharmacy focuses on user permissions and access. Access is based on user roles configured at the Pyxis ES Server. Permissions can be configured based on role, device, area, security groups, override groups and other configurable permissions.** **BioID fingerprint identification system, inclusive in our offering, helps streamline login for greater control. BioID physically verifies user identity prior to granting station access, enhancing system security and meeting standard regulatory requirements for positive identification.** **Users are required to enroll a single finger that will be used to verify identity during future login attempts. BioID uses a proprietary matching algorithm that leverages multispectral imaging technology, ensuring that failure rates remain low. Failure rates are dependent on a number of user demographic and environmental factors. For BioID sign-in failure, Pyxis ES can be configured to require a witness after BioID sign-in failure.** **Additionally, Pyxis ES supports compliance with certain state regulations which require capturing the positive identification of the person responsible for a specific drug transaction including, but not limited to, the prescribing, administering, or dispensing of a drug. The system accomplishes this by requiring two forms of user identification, including a password or BioID as well as a secondary personal identifier such as a user-specific barcode, when a user accesses the Pyxis MedStation ES or Pyxis Anesthesia ES.**				

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-4	Describe how the Bidder's proposed solution meets the DHHS standard for administering passwords: • Initial Password assignment. • Strong Password Requirements. • Password reset process. • Password expiration policy. • Password controls for automatic lockout access to any user or user group after an administrator-defined number of unsuccessful log-on attempts.	X	X		

Response:

System administrator can set password criteria including complexity, expiration timeframe, and conditions for user lockout.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-5	Describe how the Bidder's proposed solution meets the requirements for unique system administration access. Include: • Specification on configuration of the unique system administration ID. • How the unique system administration ID is assigned and managed. • How the unique system administration ID is used to log system activity.	X	X		

Response

During the installation process, BD will work with the customer (usually Pharmacy) and the first user created in the system is the System Administrator. That user is then responsible for creating all users/roles/permissions of the system. The Hospital System Administrator would manage one user database. Robust Active Directory integration capabilities allow centralized user management for the entire health system or single hospital. Pharmacy no longer needs to manage lost passwords, employee terminations, or new hire user accounts in the Pyxis system. IT focuses on user identities; Pharmacy focuses on user permissions and access. The administrator can define the period of time when the system would automatically log the user off of the system. The system can be configured to comply with customer logoff / lockout requirements. Additional, system administrator can set password criteria including complexity, expiration timeframe, and conditions for user lockout.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-6	Describe how the Bidder's proposed solution provides the ability to maintain a directory of all personnel who currently use or access the system.	X	X		

Response:

Robust Active Directory integration capabilities allow centralized user management for the entire health system or single hospital. Pharmacy no longer needs to manage lost passwords, employee terminations, or new hire user accounts in the Pyxis system. IT focuses on user identities; Pharmacy focuses on user permissions and access.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-7	State of Nebraska requires authentication and authorization of users through an enterprise directory known as the Nebraska Directory Services (NDS) to access web-based applications. Describe how the Bidder's proposed solution will integrate NDS authentication. Refer to the Nebraska Information Technology Commission Security Architecture – Authentication and Authorization – Identity and Access Management Standard for State Government Agencies (8-302) for specific requirements: http://nitc.nebraska.gov/standards/8-302.html	X	X		
Response:					
The BD Pyxis™ ES system utilizes the customers Microsoft Active Directory for user authentication to the system.					
SEC-8	Describe how the Bidder's proposed solution protects Confidential and Highly Restricted Data from unauthorized access during transmission. Describe transmission safeguards that are integrated into the proposed system to protect data during transmission, including any encryption technology. Refer to DHHS Information Technology (IT) Security Policy (DHHS-2013-001) for specific requirements: http://dhhs.ne.gov/IT%20Policies/Information%20Technology%20(IT)%20Security%20Policies%20and%20Standards.pdf	X	X		
Response:					
Document could not be found (error 404). The BD Pyxis™ ES system supports IPsec encryption between servers and clients as well as between servers for Data in Transit encryption. Customer provided certificates are used for HTTPS encryption. BD provides and supports DB Defence for encryption of databases for Data at Rest encryption.					
SEC-9	Describe how the Bidder's proposed solution provides System Auditing functions, including but not limited to: • The user ID of the person who made the change. • The date and time of the change. • The physical, software/hardware and/or network location of the person while making the change. • The information that was changed. • The outcome of the event.	X	X		

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	• The data before and after it was changed, and which screens were accessed and used. Refer to DHHS Information Technology (IT) Audit Standard (DHHS-2013-001-F) for specific audit requirements: http://dhhs.ne.gov/IT%20Policies/Information%20Technology%20(IT)%20Security%20Policies%20and%20Standards.pdf				

Response:

Document could not be found (error 404).

The Knowledge Portal for Pyxis™ Medication Technologies provides auditing on how users are accessing the solution and includes all BD Pyxis™ Enterprise Server reports, logins, report usage, filters applied, action taken, such as exporting. The report and users can be audited on demand and stored for up to 10 years within the solution.

In addition to the reports that reside on BD Pyxis™ Enterprise Server, BD offers the Knowledge Portal which is hosted at a federally approved and certified data hosting center.

The Knowledge Portal provides robust analytics including the ability to auditing on how users are accessing the solution and includes all BD Pyxis™ Enterprise Server reports, logins, report usage, filters applied, action take such as exporting. The report and users can be audited on demand and for up to 10 years within the solution.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-10	If the proposed system processes Confidential and Highly restricted Data, describe the Bidder's auditing functions for all data that is accessed and viewed, regardless of whether the data was changed. Describe the auditing functions which should include but is not limited to: • The user ID of the person who viewed the data. • The date and time of the viewed data. • The physical, software/hardware and/or network location of the person viewing the data. • The information that was viewed. Refer to DHHS Information Technology (IT) Audit Standard (DHHS-2013-001-F) for specific audit requirements: http://dhhs.ne.gov/IT%20Policies/Information%20Technology%20(IT)%20Security%20Policies%20and%20Standards.pdf				

Response:

Document could not be found (error 404). The BD Pyxis™ ES system does not log views.

The Knowledge Portal for Pyxis™ Medication Technologies provides auditing on how users are accessing the solution and includes all BD Pyxis™ Enterprise Server reports, logins, report usage, filters applied, action taken, such as exporting. The report and users can be audited on demand and stored for up to 10 years within the solution.

In addition to the reports that reside on BD Pyxis™ Enterprise Server, BD offers the Knowledge Portal which is hosted at a federally approved and certified data hosting center.

The Knowledge Portal provides robust analytics including the ability to auditing on how users are accessing the solution and includes all BD Pyxis™ Enterprise Server reports, logins, report usage, filters applied, action take such as exporting. The report and users can be audited on demand and for up to 10 years within the solution. The BD Pyxis™ ES system does not log views.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-11	If the Bidder's proposed solution has the ability to override edits, describe how the solution audits all overridden edits and identifies information including, but not limited to, the login ID, date, and time.	X	X		

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	Response:				
	The Override Groups feature maintains a list of override groups for the dispensing system. Override groups are the category that indicates the degree of restriction regarding the use of the medications on override. At the Pyxis Enterprise Server override groups are used when configuring user accounts, formulary items and dispensing systems. The Override group list is maintained through the dispensing web application.				
	Depending on the override rights for a particular drug and user, a medication can be overridden and dispensed if the order has not been approved by pharmacy. The Override Meds function allows the user to modify the quantity to dispense but facility policy may require a witness to override the ordered quantity.				
	Pyxis MedStation ES allows for unlimited override groups and medications can be assigned to multiple groups.				
	Depending on the override rights for a particular drug and user, a medication can be overridden and dispensed if the order has not been approved by pharmacy. The Override Meds function allows the user to modify the quantity to dispense but facility policy may require a witness to override the ordered quantity.				
	To remove a medication on override, users select the patient that the medication is for. For users that have the correct override privileges, users may select the "Override" button				
	The default workflow presents a list of available medications display during an override remove process or a non-profile station workflow; helping to support user efficiency.				
	Once the medication is selected, users will have to manually enter the amount of medication to be dispensed and select "OK". Selecting "Remove Med" will prompt the user for any other configurable features (i.e. selecting or entering a reason for the override). Accepting the transaction thereafter will enable users to remove the medication(s).				
	The Pyxis Enterprise Server enables standardization throughout facilities and health systems creating greater, centralized of user permissions. Unmatched user role configurability enables stronger role definition helping to drive efficiency and medication safety.				
	Profile Override report at the Pyxis Enterprise Server lists all Profile Override transactions that occurred during the specified time frame.				
	Finally, profile Override report at the Pyxis Enterprise Server lists all Profile Override transactions that occurred during the specified time frame.				
SEC-12	Describe how the Bidder's proposed solution produces daily audit trail reports and allows inquiries, showing updates applied to the data.	X	X		
	Response:				
	The Knowledge Portal for Pyxis Medication Technologies provides auditing on how users are accessing the solution and includes all Pyxis Enterprise Server reports, logins, report usage, filters applied, action taken, such as exporting. The report and users can be audited on demand and stored for up to 10 years within the solution.				
	In addition to the reports that reside on Pyxis Enterprise Server, BD offers the Knowledge Portal for Medication Technologies which is hosted at a federally approved and certified data hosting center.				
	The Knowledge Portal provides robust analytics including the ability to auditing on how users are accessing the solution and includes all Pyxis Enterprise Server reports, logins, report usage, filters applied, action take such as exporting. The report and users can be audited on demand and for up to 10 years within the solution.				

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-13	Describe how the Bidder's proposed solution supports encryption of data at rest or an equivalent alternative protection mechanism. Describe the proposed encryption of data. If data is not encrypted, describe in detail compensating controls.	X	X		
Response:					
The BD Pyxis™ ES system supports IPsec encryption between servers and clients as well as between servers for Data in Transit encryption. BD provides and supports DB Defence for encryption of databases for Data at Rest encryption.					
SEC-14	Describe how the Bidder's proposed solution adheres to the principle of "Fail Safe" to ensure that a system in a failed state does not reveal any sensitive information or leave any access controls open for attacks.	X	X		
Response:					
The BD Pyxis™ ES system application relies on the host Operating System and services for this functionality. For the stations, users are restricted to the application with no host OS access.					
SEC-15	Describe how the Bidder's proposed solution recognizes Confidential and Highly Restricted information in screens, reports and views (i.e. PHI and SSN). Restrict distribution and access based upon system security settings and roles. Include warnings on printed and viewed reports.	X	X		
Response:					
The BD Pyxis™ ES system displays the patients information on screens and in reports to users that have been given permissions for those actions by the customer. Customer is responsible for assigning user roles/permissions.					
SEC-16	Describe how the Bidder's proposed solution alerts staff authorities identified by DHHS of potential violations of security and privacy safeguards. Incidents that involve or could potentially involve Confidential or Highly Restricted data must be reported immediately as defined in DHHS Policy DHHS-2018-001-E *DHHS IT Incident Management Standard.*	X	X		
Response:					
The BD Pyxis™ ES system provides the customer the reports. The customer is responsible for reviewing the reports and taking action based on those reports.					

SEC-17	Describe how the Bidder's proposed solution provides a process for archiving and/or destroying data and sanitizing storage media in conformance with DHHS and Division data governance policies and subject to applicable HIPAA, and federal (e.g., Federal Information Processing Standards (FIPS), National Institutes of Standards and Technology (NIST), and State laws.	X	X		

Response:

The BD Pyxis™ ES system automatically purges data after 90 days. The customer is responsible for archiving the report data prior to this purge. If BD needs to remove a system from the customers network, the hard drive(s) containing PHI can be relinquished for customer to dispose of following their policies.

SEC-18	Describe how the Bidder's proposed solution is compliant with the Federal Information Security Act (FISMA).				

Response:

FISMA is not applicable to the BD Pyxis™ ES system.

SEC-19	Describe how the Bidder's proposed solution provides the capability to identify and report on unauthorized attempts to information in the system, based on user-defined criteria.	X	X		

Response:

The BD Pyxis™ ES system provides the customer the reports. The customer is responsible for reviewing the reports and taking action based on those reports.

SEC-20	Describe how the Bidder's proposed solution supports removal of a user's privileges without deleting the user from the solution to ensure a history of user's identity and actions.	X	X		

Response:

The BD Pyxis™ ES system is managed by the customer. User accounts are associated with the customers Active Directory. Once the user's AD access is disabled, access to the BD Pyxis™ ES system is revoked. User details are retained in the reports.

Interfaces/Imports/Exports Requirements

The proposed software solution is expected to be able to interface with other computer systems as necessary.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
INT-1	Describe the Bidder's proposed automated approach to managing interfaces.	X	X		
Response: The BD Care Coordination Engine (CCE) utilizes state of the art technology providing integration with many hospital systems such as, but not limited to, Patient Information for perpetual census, ADT, Pharmacy, Materials Management and outside vendors for restocking, Operating Room Information Systems for all facets of procedure management, and Financial systems for patient charging. With 10,000 plus interfaces installed, BD has integrated with over 300 major vendor and proprietary systems. At BD, we are committed to responding to our customers changing needs and respond to this by developing new interfaces. We also recognize that each health care facility is unique and will work with your hospital's Information Technology (IT) department to optimize all of your information transfer needs. BD prefers HL7 messaging and supports version 2.2-2.7.				
INT-2	Describe how the Bidder's proposed solution has the capability to notify System Administrators/ system support staff if an interface is not available for any reason.	X	X		
Response: If you encounter any issues, please contact TSC for assistance. The BD Pyxis™ Enterprise Server displays status indicators on the homepage. These are represented by symbol types Diamond, Triangle, and Square and color notices Red, Orange, Yellow, Green, and Gray. Examples of attention notices include: Critical Low, Device Not Communicating, Device on Critical Override, Failed Storage Space, Patient Information Delayed/Down, Pending Software Update, Pharmacy Order Delayed/Down, Queued Formulary Items, Stock Out, Temperature Out of Range, and Unresolved Discrepancy. The BD Pyxis™ MedStation™ ES system displays indicators on the screen to alert you for the following issues: Critical Override, Device Disconnected from Server, Discrepancy, Failed Drawer (Hardware), Interface Delay (Orders), Interface Down (Orders), Temperature Out of Range (for the Pyxis™ SMART Remote Manager), Temporary Non-Profile.				
INT-3	If needed, describe how the Bidder's proposed solution supports data exchanges between components in real-time so that data is always synchronous across the entire solution, including any third-party components.	X	X		

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
Response: **Standard CCE Integration options include:** 1. **Admissions, Discharge, and Transfer (ADT)** 2. **Usage (for Patient charges and/or Costing)** 3. **Patient Medication Profile (BD Pyxis™ MedStation™ Only)** 4. **Floor Stock (BD Pyxis™ MedStation™ Only)** 5. **Electronic Medication Charting (BD Pyxis™ MedStation™ Only)** 6. **Purchase Requisition/Restock Orders** **BD prefers HL7 messaging and supports version 2.2-2.7.**					
INT-4	Describe how the Bidder's proposed solution conducts end-to-end testing with interface partners both external and internal to ensure requirements are met.	X	X		
Response: **As part of the installation process, the Professional Services team will work with you and your systems/partners to ensure the entire system is validated, including system settings and interfaces. Additionally, a System Validation Guide will be provided with a wide variety of testing scenarios and guidance.**					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
INT-5	Describe how the Bidder's proposed solution has or will be able to interface with the state's current pharmacy system Rx-Connect.	X	X		
Response: **The BD Pyxis™ ES system currently has and supports interfaces with Rx-Connect.**					

Testing Requirements

The proposed software solution is expected to be tested to ensure the machines function through a complete process to include interfaces, data transmission, and all hardware parts function as designed.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TST-1	Bidder should submit a testing plan that will be conducted on ADMs following installation. Testing should include but not be limited to a routine to ensure the following function properly and as designed: 1. Interfaces: provide an example of the common steps used to test the common interfaces used as part of the solution being proposed. 2. Data transmission: provide an example of the steps taken to verify that data that is transmitted between the ADM application and the current pharmacy system will be tested to ensure that all data is sent and received is accurate. 3. All hardware parts: provide an example of how technical hardware such as routers or servers are tested to ensure that they are functioning and working to support data transmissions and that all machines are functioning to support the complete process.	X	X		
Response: **Updates for the BD Pyxis™ ES system are software deliveries from BD Technical Support that are performed by BD Associates. BD will schedule downtime with client IT and pharmacy before implementation of any updates. All updates are tested within the test environment before going to the production environment. Testing is performed by the customer and the customer is responsible for creating any testing protocols/documentation.**					

Advisory Response – Guiding Principals

Advisory Response – Guiding Principals follows this page.

Netsmart's RFP Response

Please note that although Netsmart is willing to negotiate in good faith to achieve a contract that will be mutually acceptable to you and to Netsmart, Netsmart does not believe that the RFP Response is the best forum for starting this process. In fact, Netsmart has found it most advantageous for both parties to use the Netsmart agreement form as the contractual basis for the relationship. This is so because the Netsmart agreement form (a) is less generic than the client document, and (b) is specifically tailored to the transaction and to the manner in which Netsmart and its clients implement Netsmart solutions. To the extent that there are items in clients form agreement that are not covered in Netsmart's form or that have a different meaning than that which exists in Netsmart's form, Netsmart is willing to add such provisions to Netsmart's contract, in the form as mutually agreed to between the parties during negotiations. Netsmart has included a copy of its standard agreement in its response to this RFP.

- **Ownership of Intellectual Property**

    Netsmart (and its third party software licensors) own all rights, title and interest to the software and its associated software documentation as well as any software derivative works that are created for license to the Client.

    Netsmart's software is its intellectual property; the software license and services contemplated between the parties are not considered 'works for hire'. Title to any modifications or enhancements of Netsmart's software or third party software will belong to Netsmart (or the owner of third party software) and will be licensed to Client under the terms of a mutually agreed upon Contract in writing.

    All documents, records, data, memoranda, and other materials provided to Netsmart by Client remain the property of Client and Client will retain ownership rights to any pre-existing processes or methodologies that may be implemented in software work flows by Netsmart.

    Source code is not provided under the license terms unless Client participates in Netsmart's annual escrow program, at Client's expense (subject to its terms and conditions).

- **Limitation of Liability**

    Netsmart contracts contain a limitation of liability that is proportional to the value of the Contract. Netsmart's contracts also contain a disclaimer of indirect, special, incidental, consequential, punitive, or exemplary damages.

- **Liquidated Damages**

    Netsmart does not agree to liquidated damages as the structure of its Plexus implementation methodology and sign offs, keeps both parties focused on a positive outcome and eliminates the need for one sided penalties.

Netsmart
SIMPLE. PERSONAL. POWERFUL.

- **Dispute Resolution**

  In the event of a dispute of the Contract, a dispute resolution/escalation procedure shall be followed as outlined in the Contract.

- **Termination**

  Netsmart objects to the Client's ability to terminate for convenience. The pricing is based on the term commitment within a Contract. Netsmart will make an upfront investment in infrastructure, personnel, etc... and therefore wants the nature of the agreement to be mutually advantageous for both parties. Termination shall only be if a party, after afforded a cure period, is in default of its obligations under the Contract.

  Notwithstanding anything in this response to the contrary, Client shall have the right to terminate the Contract without penalty and without any advance notice if the Client's funding source fails to appropriate the funds required for the Client to meet its future obligations under the Contract.

- **Limitation of Warranty**

  All warranties provided by Netsmart are stated in the Contract and no other warranty, whether expressed or implied, including without limitation those concerning merchantability and fitness for a particular purpose, shall be applicable to the Contract.

- **Performance Bonds**

  Netsmart does not agree to provide bonds of any type including but not limited to performance bonds. Netsmart understands the need for an adequate risk mitigation profile and will work with the Client to create a contractual agreement that provides practical remedies to ensure that all parties are meeting expectations and obligations related to the project scope.

- **Acceptance Provision**

  Netsmart does not agree to include separate acceptance provisions. The Netsmart Contract where applicable, contains a Scope of Work that outlines performance milestones, sign offs, and contractual obligations of both parties. The Netsmart implementation methodology is specific and uniquely tailored to Netsmart's products and services.

- **Most Favored Nations**

  Netsmart does not agree to 'most favored nations' provisions as they are difficult to determine in the software industry; however, Netsmart does provide competitive pricing for software licenses and services supplied by Netsmart.

- **Order of Precedence**

  In the event of any conflict or inconsistency between the terms and conditions of the Contract, the conflict or inconsistency shall be resolved according to the following order of precedence, from the document with the greatest control to the least: (1) the written terms and conditions of the final agreement that is executed by the parties; (2) Netsmart's response to the functional terms of the Request for Proposal that are applicable to the contract; and (3) any other Contract Documents identified in the Contract itself.

Form A Bidder Contact Sheet

Form A Bidder Contact Sheet follows this page.

Form A
Bidder Contact Sheet
Request for Proposal Number 6097 Z1

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

Preparation of Response Contact Information	
Bidder Name:	Netsmart Technologies, Inc.
Bidder Address:	4950 College Blvd., Overland Park, KS 66211
Contact Person & Title:	Kade Harris, Client Alignment Executive
E-mail Address:	kharris@ntst.com
Telephone Number (Office):	(913) 242-6176
Telephone Number (Cellular):	(307) 274-2249
Fax Number:	(913) 696-3492

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

Communication with the State Contact Information	
Bidder Name:	Netsmart Technologies, Inc.
Bidder Address:	4950 College Blvd. Overland Park, KS 66211
Contact Person & Title:	Kade Harris, Client Alignment Executive
E-mail Address:	kharris@ntst.com
Telephone Number (Office):	(913) 242-6176
Telephone Number (Cellular):	(307) 274-2249
Fax Number:	(913) 696-3492

Request For Proposal For Contractual Services Form

Request For Proposal For Contractual Services Form follows this page.

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

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

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

_N/A_ 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.

_N/A_ 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.

* Signature pursuant to redlined exceptions provided in our RFP response.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	Netsmart Technologies, Inc.
COMPLETE ADDRESS:	4950 College Blvd. Overland Park, KS 66211
TELEPHONE NUMBER:	(800) 842.1973
FAX NUMBER:	(913) 696.3492
DATE:	June 20, 2019
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Kevin Kaufman, Chief Financial Officer

Personnel Resumes

Personnel Resumes follows this page.

Victor Goitom

Experience

2017 to Present – Netsmart Technologies, Inc.

Consulting Practice Director

- Responsible for end-to-end resourcing and delivery of Netsmart's CareFabric products to public sector and public health clients.

1999 to 2017 – Accenture

Managing Director

- Proven track record of delivering complex time critical mega programs on-time, under-budget with high quality and client satisfaction. Turnaround specialist for strategic time-sensitive client initiatives.
- Trusted Adviser to client executives, Directors, VPs and CIOs for strategic initiatives in fast paced multifaceted business and IT environments.
- Highly versatile executive able to effectively navigate multi-matrix client organizations and manage stakeholders, programs, projects, resources, deliverables and P&L.
- Proven Leadership in Business Development & Solution Architect: First Chair proposal development committees; led solution definition, estimates, pricing, staffing, RFP authoring, orals and contracting.
- Hired, staffed, and professionally developed Sr. Managers, Managers and junior staff. Instructor – Core IT and management courses coupled with continuous coaching/mentoring/counseling of project teams.
- Awarded: Best People Developer, Global "Rock-star" for Innovative Delivery Success, Individual Delivery Excellence Award, Below Target Cost-to-Serve.

Education

- University of Missouri-Columbia, *Bachelor of Science in Engineering with minors in Biology, Math and Chemistry*

Daniel Prox

Experience

2006 to Present – Netsmart Technologies, Inc.

Senior Engagement Leader

- Responsible for the management of groups of projects contained within the public sector practice.
- Responsible for the on-time, on-budget project execution and project team management for large, complex client engagements. Serve as primary Client contact for all project activities and relationship maintenance. Responsible for building relationships with key client executives and maintains strong post-engagement relationships introducing new opportunities accordingly. Manage the engagement scope and client expectations by planning engagement and procuring necessary resources. Manage engagement milestones and expenses according to plan. Establish goals with client leadership and reports progress periodically.

Project Executive

- Provide oversight and support all Netsmart product setup and configuration activities. Responsible for meeting the product requirements set forth in the contract, providing primary project leadership, overall responsibility for utilizing project methodology effectively to meet project goals, coordinating and controlling multiple resources to effectively execute project plan tasks, developing and monitoring project schedules, ensuring various status reporting is achieved for project team members and stakeholders, performing risk assessment and developing mitigation plan for potential issues, identifying and ensuring timely resolution of project issues, and providing consistent implementation quality across all project phases, as well as interacts with the client's project manager and project sponsor. Serve as an escalation point for the Project Manager and Business Analyst for all product related issues. Manage and Mentor Project Managers and Business Analysts.

Project Manager

- Develop and manage the project plan and implementation of new clients for all products and components. Includes liaison management, staff, and clients; equipment determination, installation, and upgrades {hardware and software}; training clients; manage product change requests and quality assurance.

Business Analyst

- This role serves as the primary contact for all project activities. The Business Analyst assesses the client's needs and requirements, provides file build assistance, training, and go-live support. The Business Analyst also provides cross product communications and coordination during the implementation process, executes work activities, and interacts with the project team.

1990 to 2006 – Valley Counseling Services, Inc.

Acting President and CEO

- Served as President and CEO (acting) responsible for all aspects of running the day to day operations of a $6.3 million non-profit organization with 85 employees on an interim basis until a permanent President and CEO was recruited.
- Assisted board in interviewing and hire of new CEO. Also responsible for fiscal management, budgeting, planning, personnel decisions and general management.

MIS Director

- Responsible for strategic planning, systems design, cost analysis, and administration and management of all information services for a mid-size, multi-site, private, non-profit services corporation with a multi-vendor systems environment. Also responsible for applications management, systems definition, prioritization, acquisition, implementation, trouble-shooting, vendor relations, user relations, training, database management, network administration, and software licensing.
- Responsible for the management of three departments: MIS Department, Billing and Receivables Department, and Clerical Services Department, totaling 22 staff.
- Responsible for Billing / Receivables Department which included budgeting, billing, and collections and staffing of a department that generated over $6 million in revenue annually.
- Served as HIPAA Security Officer.
- Also served on Valley's Labor negotiations team as the cost analyst and was an ongoing member of the Labor / Management Team.

Education

- Malone University, *Bachelor of Arts in Management*
- Kent State University, *Associate of Art in Computer Technology*
- Institute of Computer Management, *Certificate in Programming*

Cheryl Riddle

Experience

2018 to Present – Netsmart Technologies, Inc.

Vice President, General Manager – Public Sector West

- Responsible for executive oversight
- Responsible for management of client relationship across all lines of business

2017 to 2018 – Hyland

Vice President, Government Sales

- Responsible for all sales across the government team, including professional services, sales engineering, product development, sales, marketing and more, and have development of a combined go-to-market strategy to ensure success for our direct and partner business, and overall growth of our market space.

2017 to 2017 – Kofax

Vice President, Public Sector Sales

- Senior Leader for the $80M Public Sector market for North America, which includes Education, State & Local and Federal sales managers and account executives.

2013 to 2017 – Lexmark Enterprise Software

Vice President Enterprise Sales

- Head of the Senior Leadership Team for US and Canada, which is comprised of sales, marketing, channel, industry solutions and professional services management leaders for the Education market.

1998 to 2013 – Xerox

Strategic Business Unit, Client Sales Director Northwest Operations

- Senior leader for the Strategic Business Unit (SBU) Sales Executives to grow the Services revenue in existing SBU clients. Northwest Operations includes local, national and global services Clients based in Colorado, Utah, Northern California, Nevada, Oregon and Washington and includes Manufacturing, Retail, Higher Education, State and Local Government, Financial, and Healthcare organizations.

General Manager – Western Operations

- Managed a team of six client delivery managers, nine account operations managers and over 100 client associates supporting over 60 of Xerox' largest local, national and global services accounts.

Education

- Northwestern University, *Graduate Courses in Marketing and Communications*
- University of Kansas, *Bachelor of Science in Journalism with Minor in Accounting*

Litigation Table

Litigation Table follows this page.

Client	State	Solution	Timeframe (Action commencement)	Case Type (Civil, Administrative, Bankruptcy, Criminal)	Background and Status or Resolution	Disposition of Case (Pending, Settled, Dismissed)
Heortlond	NJ	TIER	2013	Civil	Dismissed by mutual agreement of the parties after Heartland selected an alternative Netsmart EHR.	Dismissed
Serenity Lane	OR	TIER	2014	Civil	The matter was settled during a mediation process.	Settled
Helen Ross McNabb	TN	TIER	2013	Civil	Helen Rass McNabb had also signed an agreement with Sequest prior to the acquisition by Netsmart. Client conceled the project olthough the some type of system was installed and went live successfully at another client in TN a few months later. The parties settled their dispute through mediation.	Settled
Community Health Access Project	OH	Avatar SaaS	2013	Civil	Client used the system for a number of yeors but refused to pay fees during period it wos used. When Netsmart pressed Client for back payments Client filed a preemptive law suit in the local state court. The action has been dismissed.	Dismissed
Valley Mental Health	UT	Avatar	2014	Civil	Netsmart Technologies, Inc. entered into an agreement with Volley Mental Health for a license and implementation of an EHR software system. Valley terminated the contract within the first few months of the project. Netsmart filed an action in US	Settled

					District Court, Utah for breach of contract. The matter was settled.	
Southwest Alabama Behavioral Health (private provider, non-gov't)	*AL*	*Avatar*	*2015*	*Civil*	*SWBH was one of the AlabamaOne agencies that are implementing myAvatar in a collaborative working group. SWBH has left that group. The remaining AlabamaOne members are on track to go-live on Nov 1. SWBH claims that Netsmart did not perform and is seeking monetary damages. Netsmort believes the litigation is without merit.*	*Settled*
Concerted Care Group v. Netsmart Technologies,Inc.	*MD*	*myEvolv*	*2017*	*Civil*	*CCG purchased an myEvolv AM system for its mental health and substance misuse treatment program in September 2014. The first phase – billing and dispensing - went live in February 2015. CCG continued to use the system for the next two years but fell steadily behind in payments. Finally, after using the system for approximately two years, Concerted Care advised Netsmart that it was terminating the contract and in in February 2017, filed a lawsuit claiming breach of contract. In a motion to dismiss file by Netsmort on April 13, 2017 which was denied, for the most part, except to dismiss the plaintiff's claim for attorneys fees. Netsmart filed its answer and a counterclaim for damages for unpaid invoices totaling $506,780.52 together with interest on that amount. The parties are currently conducting discovery with a court ordered mediation scheduled for December 6, 2018.*	*Pending*
Valeo Behavioral Health Care, Inc.	*KS*	*myAvator*	*2017*	*Civil*	*Valeo entered into an agreement in November 2013 to acquire an Avatar EHR*	*Pending*

					system. In August 2017, Valeo filed an action seeking damages for breach of contract ond misrepresentation in Third Judicial District, Shawnee County, KS . . A motion to dismiss filed by Netsmart on September 13, 2017 was denied based on the courts view that there were factual issues that could not be decided without additional discovery. Netsmart answered the complaint and filed a counterclaim for damages on July 13,2018.	
Uniloc v. Netsmart Technologies. Inc	TX	Not Determined			In May 2016, Uniloc USA, Inc. and Uniloc Luxembourg S.A. (collectively, "Uniloc") filed complaints against Netsmart Technologies, Inc. and other unrelated companies in the US District Court, Eastern District of Texas, alleging infringement of U.S. Patent Nos. 5,682,526 and 5,715,451. On March 30, 2017, the district court granted the defendants' motions to dismiss the complaints, ruling thot the patents were invalid under 35 U.S.C. § 101 because they claimed ineligible subject matter. Uniloc has appealed that ruling to the Federal Circuit, Case No. 2017-2171. Supporting and reply briefs have been filed and the case is scheduled for oral argument in October but will probably be rescheduled for December 2018. Netsmart also claimed, in its motion to dismiss, that as a subsidiary of Allscripts, an earlier license granted to Allscripts and its subsidiaries opplied to Netsmart's allegedly infringing use of the Uniloc	

Third-Party Vendor Terms

Third-Party Vendor Terms follows this page.

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