

ATTACHMENT G

STANDARD IMPLEMENTATION SERVICES AGREEMENT

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STANDARD AGREEMENT FORM FOR PROFESSIONAL SERVICES

1. Agency Contract Number	2. DGS Solicitation Number	3. Financial Coding	4. Agency Assigned Encumbrance Number
5. Contractor Number	6. Project/Case Number	7. Alaska Business License Number	
This contract is between the State of Alaska,			
8. Department of Corrections	Division Inmate Health	hereafter the State, and	
9. Contractor		hereafter the Contractor	
Mailing Address	Street or P.O. Box	City	State ZIP+4
<p>10. ARTICLE 1. Appendices: Appendices referred to in this contract and attached to it are considered part of it.</p> <p>ARTICLE 2. Performance of Service:</p> <p>2.1 Appendix A (General Provisions), Articles 1 through 14, governs the performance of services under this contract.</p> <p>2.2 Appendix B sets forth the liability and insurance provisions of this contract.</p> <p>2.3 Appendix C sets forth the services to be performed by the contractor.</p> <p>ARTICLE 3. Period of Performance: The period of performance for this contract begins _____, and ends _____.</p> <p>ARTICLE 4. Considerations:</p> <p>4.1 In full consideration of the contractor's performance under this contract, the State shall pay the contractor a sum not to exceed \$_____ in accordance with the provisions of Appendix D.</p> <p>4.2 When billing the State, the contractor shall refer to the Authority Number or the Agency Contract Number and send the billing to:</p>			
11. Department of Corrections	Attention: Division of Inmate Health		
Mailing Address 550 West Seventh Avenue Suite 601, Anchorage, Alaska 99501	Attention: Kari Wheeler		
12. CONTRACTOR		<p>14. CERTIFICATION: I certify that the facts herein and on supporting documents are correct, that this voucher constitutes a legal charge against funds and appropriations cited, that sufficient funds are encumbered to pay this obligation, or that there is a sufficient balance in the appropriation cited to cover this obligation. I am aware that to knowingly make or allow false entries or alternations on a public record, or knowingly destroy, mutilate, suppress, conceal, remove or otherwise impair the verity, legibility or availability of a public record constitutes tampering with public records punishable under AS 11.56.815-.820. Other disciplinary action may be taken up to and including dismissal.</p>	
Name of Firm			
Signature of Authorized Representative	Date		
Typed or Printed Name of Authorized Representative			
Title			
13. CONTRACTING AGENCY		Signature of Head of Contracting Agency or Designee	Date
Department/Division Corrections, Inmate Health	Date	Typed or Printed Name John Schauwecker Title Procurement Manager	
Signature of Project Director			
Typed or Printed Name of Project Director Laura Brooks			
Title Division Operations Manager			

NOTICE: This contract has no effect until signed by the head of contracting agency or designee.

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APPENDIX A GENERAL PROVISIONS

Article 1. Definitions.

- 1.1 In this contract and appendices, "Project Director" or "Agency Head" or "Procurement Officer" means the person who signs this contract on behalf of the Requesting Agency and includes a successor or authorized representative.
- 1.2 "State Contracting Agency" means the department for which this contract is to be performed and for which the Commissioner or Authorized Designee acted in signing this contract.

Article 2. Inspections and Reports.

- 2.1 The department may inspect, in the manner and at reasonable times it considers appropriate, all the contractor's facilities and activities under this contract.
- 2.2 The contractor shall make progress and other reports in the manner and at the times the department reasonably requires.

Article 3. Disputes.

- 3.1 Any dispute concerning a question of fact arising under this contract which is not disposed of by mutual agreement shall be decided in accordance with AS 36.30.620-632.

Article 4. Equal Employment Opportunity.

- 4.1 The contractor may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, or because of age, disability, sex, marital status, changes in marital status, pregnancy or parenthood when the reasonable demands of the position(s) do not require distinction on the basis of age, disability, sex, marital status, changes in marital status, pregnancy, or parenthood. The contractor shall take affirmative action to insure that the applicants are considered for employment and that employees are treated during employment without unlawful regard to their race, color, religion, national origin, ancestry, disability, age, sex, marital status, changes in marital status, changes in marital status, pregnancy or parenthood. This action must include, but need not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting out the provisions of this paragraph.
- 4.2 The contractor shall state, in all solicitations or advertisements for employees to work on State of Alaska contract jobs, that it is an equal opportunity employer and that all qualified applicants will receive consideration for employment without regard to race, religion, color, national origin, age, disability, sex, marital status, changes in marital status, pregnancy or parenthood.
- 4.3 The contractor shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising the labor union or workers' compensation representative of the contractor's commitments under this article and post copies of the notice in conspicuous places available to all employees and applicants for employment.
- 4.4 The contractor shall include the provisions of this article in every contract, and shall require the inclusion of these provisions in every contract entered into by any of its subcontractors, so that those provisions will be binding upon each subcontractor. For the purpose of including those provisions in any contract or subcontract, as required by this contract, "contractor" and "subcontractor" may be changed to reflect appropriately the name or designation of the parties of the contract or subcontract.

- 4.5 The contractor shall cooperate fully with State efforts which seek to deal with the problem of unlawful discrimination, and with all other State efforts to guarantee fair employment practices under this contract, and promptly comply with all requests and directions from the State Commission for Human Rights or any of its officers or agents relating to prevention of discriminatory employment practices.
- 4.6 Full cooperation in paragraph 4.5 includes, but is not limited to, being a witness in any proceeding involving questions of unlawful discrimination if that is requested by any official or agency of the State of Alaska; permitting employees of the contractor to be witnesses or complainants in any proceeding involving questions of unlawful discrimination, if that is requested by any official or agency of the State of Alaska; participating in meetings; submitting periodic reports on the equal employment aspects of present and future employment; assisting inspection of the contractor's facilities; and promptly complying with all State directives considered essential by any office or agency of the State of Alaska to insure compliance with all federal and State laws, regulations, and policies pertaining to the prevention of discriminatory employment practices.
- 4.7 Failure to perform under this article constitutes a material breach of contract.

Article 5. Termination.

The Project Director, by written notice, may terminate this contract, in whole or in part, when it is in the best interest of the State. The State is liable only for payment in accordance with the payment provisions of this contract for services rendered before the effective date of termination.

Article 6. No Assignment or Delegation.

The contractor may not assign or delegate this contract, or any part of it, or any right to any of the money to be paid under it, except with the written consent of the Project Director and the Agency Head.

Article 7. No Additional Work or Material.

No claim for additional services, not specifically provided in this contract, performed or furnished by the contractor, will be allowed, nor may the contractor do any work or furnish any material not covered by the contract unless the work or material is ordered in writing by the Project Director and approved by the Agency Head.

Article 8. Independent Contractor.

The contractor and any agents and employees of the contractor act in an independent capacity and are not officers or employees or agents of the State in the performance of this contract.

Article 9. Payment of Taxes.

As a condition of performance of this contract, the contractor shall pay all federal, State, and local taxes incurred by the contractor and shall require their payment by any Subcontractor or any other persons in the performance of this contract. Satisfactory performance of this paragraph is a condition precedent to payment by the State under this contract.

Article 10. Ownership of Documents.

Excluding Licensed Software, All designs, drawings, specifications, notes, artwork, and other work developed in the performance of this agreement are produced for hire and remain the sole property of the State of Alaska and may be used by the State for any other purpose without additional compensation to the contractor. The contractor agrees not to assert any rights and not to establish any claim under the design patent or copyright laws. The contractor, for a period of three years after final payment under this contract, agrees to furnish and provide access to all retained materials at the request of the Project Director. Unless otherwise directed by the Project Director, the contractor may retain copies of all the materials.

Article 11. Governing Law.

This contract is governed by the laws of the State of Alaska. All actions concerning this contract shall be brought in the Superior Court of the State of Alaska.

Article 12. Conflicting Provisions.

Unless specifically amended and approved by the Department of Law the General Provisions of this contract supersede any provisions in other appendices. The contractor specifically acknowledges and agrees that provisions in any form contracts it appends hereto that purport to (1) waive the State of Alaska's sovereign immunity, (2) impose indemnification obligations on the State of Alaska that are not conditioned on legislative appropriation, or (3) seek to limit liability of the contractor for acts of contractor negligence, are expressly superseded by this contract and are void.

Article 13. Officials Not to Benefit.

Contractor must comply with all applicable federal or State laws regulating ethical conduct of public officers and employees.

Article 14. Covenant Against Contingent Fees.

The contractor warrants that no person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee except employees or agencies maintained by the contractor for the purpose of securing business. For the breach or violation of this warranty, the State may terminate this contract without liability or in its discretion deduct from the contract price or consideration the full amount of the commission, percentage, brokerage or contingent fee.

Article 15. Adverse Interests.

During the term of this Contract and any renewals, the Contractor will not provide services not enter into any agreement to provide services to a person or organization that has interests that are adverse to the State (as defined by the State). If the State believes that the Contractor is violating this paragraph, the State will notify the Contractor in writing. The State and the Contractor will meet and discuss the alleged violation within 30 days of such notice.

APPENDIX B1 INDEMNITY AND INSURANCE

Article 1. Indemnification

The Contractor shall indemnify, hold harmless, and defend the contracting agency from and against any claim of, or liability for error, omission or negligent act of the Contractor under this agreement. The Contractor shall not be required to indemnify the contracting agency for a claim of, or liability for, the independent negligence of the contracting agency. If there is a claim of, or liability for, the joint negligent error or omission of the Contractor and the independent negligence of the Contracting agency, the indemnification and hold harmless obligation shall be apportioned on a comparative fault basis. "Contractor" and "Contracting agency", as used within this and the following article, include the employees, agents and other contractors who are directly responsible, respectively, to each. The term "independent negligence" is negligence other than in the Contracting agency's selection, administration, monitoring, or controlling of the Contractor and in approving or accepting the Contractor's work.

Article 2. Insurance

Without limiting Contractor's indemnification, it is agreed that Contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the Contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance must be furnished to the Contracting Officer prior to beginning work and must provide for a 30-day prior notice of cancellation, nonrenewal or material change of conditions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the Contractor's services. All insurance policies shall comply with, and be issued by insurers licensed to transact the business of insurance under AS 21.

2.1 Workers' Compensation Insurance:

The Contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by AS 23.30.045, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.

2.2 Commercial General Liability Insurance:

Covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000. combined single limit per occurrence.

2.3 Commercial Automobile Liability Insurance:

Covering all vehicles used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per occurrence.

APPENDIX C STATEMENT OF WORK

A. Introduction

This fixed price Statement of Work (SOW) is made by and between [TO BE INSERTED AFTER CONTRACTOR SELECTION] (Contractor) and the State of Alaska (State). This SOW documents the roles and responsibilities of the parties, and the Services and Deliverables that the Contractor will provide to the State. The remainder of this Appendix C consists of the following sections:

- B. Definition of Terms
- C. Scope
- D. Staffing
- E. Contractor Deliverables
- F. State and Contractor Responsibilities and Access
- G. Warranty of Performance
- H. Limitation of Warranty

B. Definition of Terms

- B.1. **“Agreement”** means this Implementation Services Agreement, including all of its Appendices and all instruments supplementing, amending, or confirming this Agreement.
- B.2. **“Amendment”** means written documentation between Contractor and State evidencing their agreement to change particular aspects of this Agreement.
- B.3. **“Contractor”** means [TO BE INSERTED AFTER CONTRACTOR SELECTION] and its successors.
- B.4. **“Cure Period”** means the 45 day period that begins when either party receives notice of a breach of the terms and conditions of this Agreement.
- B.5. **“Deliverables”** shall mean all deliverable work products specified in the Appendix C, Statement of Work.
- B.6. **“Go-Live”** means the date upon which State first uses the Licensed Software for Productive Use in all existing D.O.C. facilities.
- B.7. **“Hardware”** means the computing equipment upon which the Licensed Software operates.
- B.8. **“Licensed Software”** means Contractor’s proprietary application software, and third party software required to meet the affirmed functional requirements identified in a separate Licensing and Maintenance Contract between the Contractor and the State.
- B.9. **“Malfunction”** means a defect of the Licensed Software that degrades its use. Three levels of Malfunction classifications (Type A, Type B, and Type C) are defined as follows:
 - Type A Malfunction** – This is a software, hardware or hosting environment related error, bug, discrepancy, degradation in performance or any other issue that delays or inhibits the primary functionality of the licensed EHR software causing any EHR functions to be inaccurate or unusable.
 - Type B Malfunction** – Type B Malfunction – This is a defect of the licensed software or hosting environment that degrades its use, including defects that cause the software to produce incorrect results or perform at level below industry accepted levels.
 - Type C Malfunction** – This is a defect that causes only minor impact on the use of the Licensed Software. This includes all Malfunctions that are not considered Type A or Type B.
- B.10. **“Material Malfunction”** means an error, bug, or discrepancy that delays or inhibits the primary functionality of the Licensed Software or a Malfunction that has the potential to corrupt software data; also an accumulation of non-material Malfunctions that, considered together, satisfies the standard for materiality. Includes all Type A Malfunctions as defined in Appendix F to the separate Licensing and Maintenance Contract between the Contractor and the State.

- B.11. **“Productive Use”** means the Licensed Software is being used by State in a production environment in all facilities.
- B.12. **“Project Sponsors”** means State’s project co-directors –Division Operations Manager Inmate Medical, Inmate Medical Forensic Psychiatrist and DOC IT Manager – or other individual designated as a project sponsor by State.
- B.13. **“Release”** means each issuance of the Licensed Software, identified by the numeral to the left of the leftmost decimal point in the Licensed Software’s version designation (i.e., 5.1.0 designates the Licensed Software as part of Release 5).
- B.14. **“Services”** are those necessary to complete the Contractor Deliverables included in section F of Appendix
- B.15. **“Services Warranty Period”** means the twelve-month period following Software Final Acceptance provided that no Type A or B Malfunction has affected the operation of the software for the final 90 days of this period. If a Type A or B Malfunction occurs in the last 90 days, the warranty period is extended to achieve a 90-day warranty period free of material defects.
- B.16. **“Software”** means the program material in machine-readable or interpreted form, and may include, where appropriate, listings of either machine code or source code and related materials, including instructions and Documentation provided by Contractor to State, including any such programs provided subsequent to this Agreement, and including all copies made by State.
- B.17. **“Software Final Acceptance”** means the date upon which State certifies that the Licensed Software is functioning in Productive Use, for all intended users, without Malfunction, after all acceptance testing, including final acceptance testing, is complete.
- B.18. **“Statement of Work”** means the scope of work contained in Appendix C delineating, among other things, the Services that will be provided by Contractor to State pursuant to this Agreement. Appendix C may be amended or modified by mutual specific written agreement of the parties’ respective representatives from time to time in accordance with the terms of this Agreement.

C. Scope

This Statement of Work (SOW) includes the work effort necessary to install, configure, interface, test, load with data, and implement for productive use statewide electronic health record system software sufficient to meet the functional requirements as listed in Appendix E Contractor’s Responsibility for Functional Requirements. This consists of the **[TO BE INSERTED AFTER CONTRACTOR SELECTION]** products listed in the following table, as well as any other hardware and software necessary to meet the requirements, including distinct non-production environments, with performance equal to the production environment, necessary to support configuration, testing, and training. If the Licensed Software requires a third-party product, and a malfunction of that third-party product causes the Licensed Software to Malfunction, then Contractor, at its own cost, shall remedy that failure

Module	Description	Type of License	Licensed User Count
To be completed after Contractor selection	To be completed after Contractor selection	To be completed after Contractor selection	To be completed after Contractor selection
Module	Description	Type of License	Licensed User Count
		Software Licenses	

D. Staffing

Contractor will provide the following key staff to the implementation effort:

Name	Title	Role	Estimated hours	Estimated hours on site
To be completed after Contractor selection	To be completed after Contractor selection	To be completed after Contractor selection	To be completed after Contractor selection	To be completed after Contractor selection

Key Consultant Staff; Subcontracting

The parties agree that the individuals listed above are essential to the Services to be provided to the State under this Agreement. The parties agree that:

- a. Contractor shall not transfer or reassign such individual or individuals without first having obtained the express written approval of the State. If Contractor desires to make such transfer or reassignment, Contractor shall present to the State a qualified replacement. Such replacement shall be subject to the State's prior written approval. The State will respond in writing to all requests for transfer, reassignment, and replacement within ten business days of receipt of the request.
- b. Should such individual or individuals no longer be employed by Contractor during the term of this Agreement, Contractor shall present to the State a qualified replacement. Such replacement shall be subject to the State's prior written approval. The State will respond in writing to all such requests for replacement within ten business days of receipt of the request.
- c. Contractor may not subcontract the Services or any portion of the Services to any third-party (including any independent Contractor) without the prior written consent of State, which consent may not be unreasonably withheld. If State consents to the use of a subcontractor, then: (i) Contractor guarantees the subcontractor's performance; (ii) Contractor remains obligated under this Agreement for the performance of the subcontracted Services; (iii) Contractor must enter into a written agreement with the Subcontractor obligating the Subcontractor to comply with Contractor's obligations under this Agreement; and (iv) State has no obligations to the Subcontractor and the Subcontractor has no rights or remedies against State. Contractor may not impose on State a surcharge for any Subcontractor fees.
- d. Contractor will ensure that all staff, including subcontractors passes criminal background checks prior to beginning work on the administrative systems replacement project. The results of the background checks will be reported to the State project manager before staff begins work on the project.

Right of State to Reject Employees or Subcontractors

The State shall have the right to reject any of Contractor's employees or subcontractors whose qualifications or performance in the State's good faith and reasonable judgment do not meet the standards established by the State as necessary for the performance of the Services, provided that such rejection does not violate any applicable law or government regulation.

E. Contractor Deliverables

This section defines the Deliverables that Contractor will create the under this Agreement, along with associated acceptance criteria. At the State's option, a Delivery Expectation Document (DED) and a structured walkthrough may be required for each deliverable.

Performance of Services

Contractor will render all Services in a professional and workmanlike manner and in compliance with all schedules, timelines, and specifications agreed by the parties. In performing the Services, Contractor will comply with the descriptions and representations as to the Services (including staffing assigned, skills of assigned staff, performance capabilities, accuracy, completeness, specifications, standards, function and requirements) set forth in Appendix C, provided that the State fulfills its obligations as set forth in Appendix C. All Services will be coordinated with State's designated representative. Contractor shall use its best efforts to cooperate with State personnel and any other third parties that State hires to perform work related to the Services. Contractor shall use access rights granted solely for the proper execution of its duties and not to make them accessible or to disclose them to any third persons. Contractor shall not breach State's security and shall not compromise the physical or network integrity or security of State's facilities and equipment.

For a given activity, all labor effort not explicitly assigned to State staff will be performed by Contractor personnel.

Acceptance of Services

Deliverable Submission Requirements

Contractor shall submit Deliverables to the State project manager or other designated person by the due dates defined in the Baseline Detailed Project Work Plan. Submission format for final deliverables shall be mutually agreed. Draft documentation can be provided in electronic format to facilitate collaboration. When electronic deliverables are provided, the Contractor shall use software versions that are compatible with the State's software.

Contractor shall conduct an in person walk-through of each Deliverable with the State at a time scheduled by the State. "Web meetings" may be substituted for in-person walk through with the State's advance permission.

Basis for Acceptance

State review and Acceptance of each Deliverable shall be based upon the following Deliverable quality standards. Each Deliverable shall:

Include a table of contents

- Address all components required by the Agreement and the requirements for that Deliverable, and any areas identified subsequently through meetings and planning sessions;
- Be comprehensive in level of detail;
- Be organized and professional;
- Be consistent in style and quality. If the document is the composite work of many people within the Contractor's organization, the document must be edited for style and consistency; and
- Support the purpose for which the Deliverable was developed.

Notice of Deficiency

The State project manager will provide written Acceptance for Deliverables within the time period specified below for each Deliverable, if they meet the Acceptance Criteria and have no deficiencies. However, if a deficiency is found, the State shall give Contractor notice of its non-Acceptance, with such notice delineating deficiencies found as the basis for the State's decision.

Upon notice of deliverable deficiency, the Contractor shall within the time period specified below for each Deliverable:

- 1) correct the deficiencies and resubmit the deliverable for Acceptance;
- 2) submit a written detailed explanation describing precisely how the deliverable adheres to and satisfies all applicable requirements, and/or
- 3) submit a proposed corrective action plan to address the specific inadequacies in the deliverable.

Rejection of a Deliverable by the State does not allow for slippage of the schedule regarding subsequent Deliverables or Services. After the Contractor has corrected such noted deficiencies, the State shall determine whether the Deliverable or Service meets the Acceptance Criteria without deficiencies and shall either give its Acceptance or not accept it in writing

following such review. The Contractor shall continue to correct the Deliverable until Acceptance occurs or the State terminates the Agreement.

Effect of Acceptance

Acceptance of a Deliverable by the State indicates only that the State has reviewed the Deliverable and detected no deficiencies at the time of that review. Acceptance of a Deliverable does not waive or lessen any Agreement requirements or the Contractor’s obligation to meet all Agreement requirements and correct any later discovered deficiencies. Contractor shall not bill the State until this standard of performance is met.

All Services rendered will be accepted in accord with Deliverable acceptance criteria specified below.

Deliverable 1	Baseline Detailed Project Work Plan
Purpose	To establish a mutually agreed-upon project baseline before significant work occurs and to identify the specific tasks and resource levels necessary to timely deliver the elements in the Statement of Work.
Content	A hierarchical work breakdown structure, including task schedules and resource assignments broken down to a sufficient level of detail to allow effective project control. <ul style="list-style-type: none"> • All project management activities shall be documented in the project work plan • The project work plan shall outline a plan for the whole project • An estimate of the effort required for each activity shall be included in the project work plan • Microsoft Project 2010 shall be used to document the project schedule
Acceptance	The State project manager will provide comments on the baseline detailed project plan within five business days of receipt. If comments are not received within this time period, the Deliverable will be deemed accepted. If comments are received in this time period, the State project manager and the Contractor will mutually agree on timeframe and steps for finalizing the Deliverable for State approval.
Other	Initial project plan to be delivered within two weeks following project initiation. Project plan updates will be made as mutually agreed by project managers. This Deliverable will be provided as a Microsoft Project 2010 file.

Deliverable 2	Project Status Reports
Purpose	To provide clear on-going communications to any and all interested parties concerning the status of the project.
Content	<p>A monthly report containing sufficiently detailed information to enable the State to determine the status of the project and of any variance from the detailed project plan. The status report will include, at a minimum:</p> <ul style="list-style-type: none"> (a) Technical status of the project including Deliverable status, configuration status, and forecasted Deliverable status for the next reporting period (b) Resource status for the project, including staff utilization (c) Schedule status for the project including task status, milestones completed, phases completed, schedule trends and schedule summary (d) Issues, risks, and resource constraints which are effecting or could affect progress including the proposed or actual resolution (e) Proposed changes to the project work plan, reasons for the changes, and approval/disapproval determination for any proposed changes (f) Updated detailed project work plan (g) Comparison of percent complete scheduled to actual for the work breakdown structure
Acceptance	The State project manager will provide comments on the status reports within five business days of receipt. If comments are not received within this time period, the Deliverable will be deemed accepted. If comments are received in this time period, the State project manager and the Contractor will mutually agree on timeframe and steps for finalizing the Deliverable for State approval.
Other	Status reports will be due on the 1 st of every month, or the first working day thereafter. Reports should be delivered via email.

Deliverable 3	Weekly Risk Reports
Purpose	To manage and document all project risks that occur throughout the contract, including both risks that are caused by the Contractor as well as risks that are caused by the State (scope changes, unforeseen conditions, etc.) that may impact scope, schedule, quality, or budget.
Content	<p>An informal reporting process involving a Weekly Risk Report maintained by the Contractor. This report serves as a tool for the State to analyze the performance of the agreement based on risk.</p> <p>Weekly Risk Reporting (WRR) will be performed by the Contractor. This is an informal reporting process. This report (Excel document) serves as a tool for the State of Alaska in analyzing the performance of the contract based on risk. The WRR does not substitute or eliminate monthly progress reports or any other traditional reporting system that the Contractor may do. The purpose of the WRR is to allow the Contractor to manage and document all risks that occur throughout a contract. Risk is defined as anything that impacts contract cost or contract duration. This includes risks that are caused by the Contractor (or entities contracted by the Contractor), and risks that are caused by the State of Alaska (scope changes). The State's project manager may also require the Contractor to document risks that may impact customer satisfaction.</p>
Acceptance	The State project manager will provide comments on the weekly reports within five business days of receipt. If comments are not received within this time period, the Deliverable will be deemed accepted. If comments are received in this time period, the State project manager and the Contractor will mutually agree on timeframe and steps for finalizing the Deliverable for State approval.
Other	<p>Risk reports shall be delivered as an Excel file, via email, every Friday of every week, or the first working day thereafter. The report is due every week after the start date of the contract, until the service is 100% complete (no more risks exist to affect project implementation). Weekly risk reports will be analyzed for accuracy and timely submittals.</p> <p>The electronic version of the spreadsheet will be available after the start date of the contract. Upon completion of the contract, the Contractor will be evaluated based on their performance on the contract. This includes (but is not limited to): overall quality, on-time completion, no cost change orders, no complaints, and submission of accurate weekly reports.</p>

Deliverable 4	System Configuration Reports
Purpose	To identify gaps where the software cannot be configured to meet desired business processes and suggest resolutions for those gaps as well as to clearly communicate the <u>system configuration, including decisions made and the logic behind the decision.</u>
Content	<p>A document that effectively describes the entire system configuration, including decisions made and the logic behind the decision. The individual reports will identify specific business activities that cannot be automated with the Licensed Software, suggest alternative solutions, identify related impacts, and recommend a solution.</p> <p>This Deliverable will confirm the shared understanding between the State and Contractor of the requirements and the method by which they will be satisfied during the implementation of the Licensed Software. It must identify existing requirements that must be revised or clarified for unambiguous interpretation and address additional requirements identified during work sessions with State stakeholders.</p> <p>The Deliverable must include a traceability matrix from the completed requirements to be used throughout the remainder of the development effort, and particularly in mapping user acceptance test criteria back to the requirements.</p>
Acceptance	<p>The State will provide comments on each System Configuration Report within fifteen business days of receipt. If comments are not received within this time period, the Deliverable will be deemed accepted.</p> <p>If additional drafts of a report are required before acceptance of a Final Report, the State will provide comments on each such Draft System Configuration Report within fifteen business days of receipt. If comments are not received within this time period, the Deliverable will be deemed accepted.</p>
Other	The State will work with Contractor to develop an agreed table of contents for the reports prior to their development.

Deliverable 5	Business Process Modification Recommendations
Purpose	To document the Contractor’s recommendations for modifying existing State business processes and identify the potential impacts of change. Several examples of existing State workflows are in Attachment K.
Content	A document identifying recommendations for modifying existing State business processes to take advantage of the solution’s functionality. Must include business process maps of “as is” and “to be” along with narratives explaining the recommended changes, the benefits that would result, and all consequences. Includes automation of some business processes using the system’s workflow capabilities.
Acceptance	<p>The State will provide comments on the business process modification recommendations within fifteen business days of receipt. If comments are not received within this time period, the Deliverable will be deemed accepted.</p> <p>If additional drafts of a report are required before acceptance of a Final Report, the State will provide comments on each such Draft Business Process Modification Recommendations Report within fifteen business days of receipt. If comments are not received within this time period, the Deliverable will be deemed accepted.</p>

Deliverable 6	Configured Software Ready for Testing
Purpose	To deliver a functioning set of the Licensed Software to the State configured in accord with the System Configuration Reports and ready for testing.
Content	The configured Licensed Software, either on servers within the State system, or on the contractor hosted system. The Contractor is responsible for configuring the software to meet the State’s functional requirements which were affirmed in the proposal. For functional requirements met by use of user defined screens and user defined data, the contractor will provide guidance to the State as well as for any other State configuration issues including server-server interfacing and communications, configuring of parameters, permissions, etc.
Acceptance	The State will certify within fifteen business days of its installation that the Licensed Software works as intended and is ready for user testing and State configuration of user defined screens/data, parameter, permissions, etc. If problems are not reported within this time period, the Deliverable will be deemed accepted.
Other	The State anticipates that the Contractor would facilitate knowledge transfer by working side-by-side with State resources during configuration when appropriate.

Deliverable 7	Accepted Workflows
Purpose	To deliver all automated workflows necessary to meet the State’s functional requirements as well as any additional agreed-upon workflows as defined in the System Configuration Reports.
Content	User-tested and accepted automated workflows. Documentation for all workflows necessary to meet affirmed functional requirements.
Acceptance	The State will certify within the time period specified in the Test Plan that the automated workflows function as intended and ready for production. If problems are not reported within this time period, the Deliverable will be deemed accepted.

Deliverable 8	Hardware Specification (Not applicable to “cloud,” or contractor hosted solution)
Purpose	To provide the State with all necessary specifications to enable preparation of the State’s data center for installation of the Hardware and Licensed Software at least 45 days prior to the scheduled installation. Hardware and system software shall have sufficient capacity to provide reasonable response time to the State’s users for all online transactions, ad hoc queries, and scheduled reports.
Content	A document that describes the server architecture upon which to run the application, including operating system, database, application, internet, and other servers and associated data storage devices with sufficient capacity to meet the State’s processing needs, for the following environments: <ol style="list-style-type: none"> 1. Development 2. Test 3. Production 4. Quality assurance
Acceptance	The State will provide comments on the Hardware Specification within fifteen business days of receipt. If additional drafts are required before acceptance of the Hardware Specifications, the State will provide comments on the Hardware Specification within fifteen business days of receipt. If comments are received, the State project manager and the Contractor will mutually agree on timeframe and steps for finalizing the Deliverable for State approval and acceptance.

Deliverable 9	Application Architecture Documentation
Purpose	To concisely document the Licensed Software's architecture and interfaces in a manner understandable to all project participants.
Content	A document that identifies: <ol style="list-style-type: none"> 1. The major modules of the software and the interfaces between them 2. All external interfaces, including a description of the information sent and received, and the method and timing of the interface 3. An application security plan for user access rights
Acceptance	The State project manager will provide comments on the installation architecture specification within fifteen business days of receipt. If comments are not received within this time period, the Deliverable will be deemed accepted. If comments are received in this time period, the State project manager and the Contractor will mutually agree on timeframe and steps for finalizing the Deliverable for State approval.
Other	The Contractor must prepare presentation materials and conduct an in-depth, structured walkthrough of the solution architecture with technical and non-technical project team members to allow for early detection of possible architectural design flaws, encourage early participation by non-technical staff, and identify improvement opportunities.

Deliverable 10	Installation Certification Document
Purpose	Certify the successful installation of the Hardware and Licensed Software, including all 3 rd party software required for affirmed functional requirements, and that the test and production environments are functioning as necessary to support the implementation effort.
Content	A signed document warranting and certifying that the Hardware and Licensed Software have been installed in all environments, that the Licensed Software works as intended, that the installation has not degraded use of other State computer systems, that user authentication information is correctly shared with the State's network user authentication application and that the Licensed Software can be accessed via the network and can communicate with other State network resources necessary for the full functioning of the Licensed Software. The document will also summarize the components installed and describe the means used to verify the installation.
Acceptance	The State's project manager will provide comments on the Installation Certification Deliverable within fifteen business days of receipt. If comments are received, the State project manager and the Contractor will mutually agree on timeframe and steps for finalizing the Deliverable for State approval and acceptance.

Deliverable 11	Data Conversion Plan
Purpose	To define the approach and schedule for converting historical data to the new Licensed Software and for populating data fields that must be completed prior to Productive Use. Converted data to include State’s “ConCon” Sql Server Mental Health Consultation Database, and current medication orders in the State’s QS1 Prime Care pharmacy system.
Content	<p>A document that:</p> <ol style="list-style-type: none"> 1. Identifies the data to be converted, including mapping that cites specific data sources and destinations for each field 2. Defines necessary conversion algorithms 3. Defines roles and responsibilities associated with data conversion and field population 4. Identifies all data elements in the Licensed Software that must be populated prior to Productive use 5. Provides a plan for ensuring that the Licensed Software is appropriately populated with all necessary data prior to Productive use 6. Provides a plan for testing the converted and populated data in the Licensed Software for accuracy and consistency
Acceptance	<p>The State will provide comments on the Draft Data Conversion Plan within fifteen business days of receipt. If comments are not received within this time period, the Deliverable will be deemed accepted.</p> <p>The State will provide comments on the Final Data Conversion Plan within ten business days of receipt. If comments are not received within this time period, the Deliverable will be deemed accepted.</p> <p>If additional drafts are required before acceptance of the Final Data Conversion Plan, the State will provide comments on each Draft Data Conversion Plan within ten business days of receipt. If comments are not received within this time period, the Deliverable will be deemed accepted.</p>
Other	The State will work with Contractor to develop an agreed table of contents for the Data Conversion Plan. ACOMS data is expected to be imported into the EHR via the ACOMS interface. See Attachment F under “Software and Hardware Interfaces.”

Deliverable 12	Validated Migrated Data
Purpose	<p>To convert historical data and migrate it to the new Licensed Software in accord with the Data Conversion Plan. Contractor will work with State to determine which of the ConCon Mental Health columns are suitable to directly migrate into the EHR's structured data, which data should be migrated into user defined fields and which data is not needed. Approximately half of the Mental Health data will be used as structured data in built in columns and user defined columns in the EHR. This data must be reportable and reviewable in context of mental health history.</p> <p>QS1 Prime Care's current valid orders will be migrated into the EHR, and pharmacy orders will be functional as active orders, eMAR will be functional with these imported orders and medication history and medication reconciliation will reflect these imported orders.</p>
Content	<ol style="list-style-type: none"> 1. Setup a table in EHR and import approximately 13,000 unique inmate records we currently have on SQL Server 2005 (these are in a flat table consisting of about 100 columns). 2. Import the State's QS1 Prime Care pharmacy software's current medication orders into the EHR as active orders. 3. Validate migrated data successfully converted and usable as intended in EHR system.
Acceptance	<p>After data is loaded on the production system and certified as ready for use, the State will validate within ten business days of data migration that the migrated data is accurate and free from error. If problems are not reported within this time period, the Deliverable will be deemed accepted.</p>

Deliverable 13	Reports
Purpose	To design and develop custom reports configured to meet the State's needs.
Content	<p>Up to 100 (50 complex and 50 simple) custom-developed reports that meet agreed-upon requirements. Reports to include: utilization studies including HCR's (health care requests), exceptions, quality improvement, staff productivity, disease management, and others.</p> <p>Additionally queries will be developed by the contractor to enable automation of requests from ACOMS to transfer inmates to another facility (queries will use health care criteria the State will develop which establish what types of health problems/medications/ diagnoses/high risk history/etc. can be handled at each</p>
Acceptance	<p>The State will validate within ten business days of receipt that developed reports meet requirements. If problems are not reported within this time period, the Deliverable will be deemed accepted. If comments are received, the State project manager and the Contractor will mutually agree on timeframe and steps for finalizing the Deliverable for State approval and acceptance.</p>

Deliverable 14	Interface Specifications
Purpose	To document the specifications for system interfaces defined in the RFP and by mutual agreement between the State and the Contractor.
Content	A document that defines the specifications for interfaces necessary to meet the Functional Requirements at a sufficient level of detail to support development of interfaces, including ACOMS, QS1 Prime Care, and Quest Labs. Contractor will develop the interfaces. Contractor will subcontract as necessary and work with target data vendors (QS1 Prime Care and Quest Labs) on the 3rd party side of interfaces. State will provide assistance with ACOMS side of ACOMS interface.
Acceptance	<p>The State will provide comments on the Draft Interface Specifications within fifteen business days of receipt. If comments are not received within this time period, the Deliverable will be deemed accepted.</p> <p>The State will provide comments on the Final Interface Specifications within ten business days of receipt. If comments are not received within this time period, the Deliverable will be deemed accepted.</p> <p>If additional drafts are required before acceptance of the Final Interface Specifications, the State will provide comments on each Draft Interface Specification within fifteen business days of receipt. If comments are received, the State project manager and the Contractor will mutually agree on timeframe and steps for finalizing the Deliverable for State approval and acceptance.</p>
Other	The State will work with the Contractor to develop an agreed table of contents for the Interface Specifications prior to its development.

Deliverable 15	Tested Interfaces
Purpose	<p>To deliver and test the real-time bidirectional ACOMS interface prior to go live. The State will provide the ACOMS side of the EHR-ACOMS interface, and the Contractor will provide the EHR side of the interface.</p> <p>To deliver and test both the EHR-Quest Labs and EHR-QS1 Prime Care bidirectional interfaces. The Contractor will work with the 3rd party target vendors to assure both sides of the interface are developed, delivered and tested prior to go live, within the proposed cost. Batch data exchange frequency will be at least hourly between EHR and QS1 pharmacy software, and at least every 4 hours between EHR and Quest Labs.</p> <p>Tested interfaces will deliver the functionality specified in the Functional Requirements and effectively connects the Licensed Software to the agreed interface programs.</p>
Content	Software code and/or configuration parameters to make interfaces operational. Certification that the interfaces are working in accord with the associated specifications.
Acceptance	The State will certify within the time period specified in the Test Plan that the defined interfaces function as intended and are ready for production operation. If problems are not reported within this time period, the Deliverable will be deemed accepted.

Deliverable 16	Test Plan
Purpose	To define the approach for testing of the Licensed Software.
Content	<p>A document that:</p> <ol style="list-style-type: none"> 1. Defines the overall testing process, including unit, system, acceptance, field, and performance testing including testing of interfaces with functional EHR. 2. Development of test scripts for unit, system, acceptance, field and performance testing 3. Includes test scripts developed by the Contractor to test all major functionality affirmed in the proposal. Scripts will be used by State's end users as part of system testing. 4. Provide a test environment including interfaces with test data using sample inmates added to EHR, ACOMS, QS1 Prime Care, Quest Labs, and Keefe Kiosk. 5. Defines a mechanism for tracking test performance and completion 6. Defines procedures for managing the test environment, including change control 7. Defines procedures for assigning severity to problems encountered 8. Defines the number of users involved in testing 9. Defines the number of types of roles involved in testing
Acceptance	<p>The State will provide comments on the Final Test Plan within five business days of receipt. If comments are not received within this time period, the Deliverable will be deemed accepted.</p> <p>If additional drafts are required before acceptance of the Final Test Plan, the State will provide comments on each Draft Test Plan within ten business days of receipt. If comments are not received within this time period, the Deliverable will be deemed accepted.</p>
Other	The State will work with the Contractor to develop an agreed-upon table of contents for the Test Plan prior to its development. The Contractor is responsible for developing the test methodology and acquiring any necessary automated testing tools and bug tracking software. The Contractor will also be responsible for training State staff on test methodologies and the proper use of the test tools selected to script and perform test cases and document test case results.

Deliverable 17	Volume/Stress Testing Report
Purpose	To document the approach to and results of performance testing.
Content	<p>A document that:</p> <ol style="list-style-type: none"> 1. Describes the overall volume/stress testing process 2. Documents the volume/stress testing results 3. Provides recommendations for improving system performance 4. Documents improvements made to tune the system for optimal performance
Acceptance	<p>The State will provide comments on the Draft Volume/Testing Report within ten business days of receipt. If comments are not received within this time period, the Deliverable will be deemed accepted. If comments are received, the State project manager and the Contractor will mutually agree on timeframe and steps for finalizing the Deliverable for State approval and acceptance.</p> <p>The State will provide comments on the Final Volume/Testing Report within five business days of receipt. If comments are not received within this time period, the Deliverable will be deemed accepted. If comments are received, the State project manager and the Contractor will mutually agree on timeframe and steps for finalizing the Deliverable for State approval and acceptance.</p>
Deliverable 18	Testing Support
Purpose	To outline the contractor's responsibilities during system testing.
Content	The contractor will monitor testing results, conference at least twice weekly during testing with State to discuss identified problems, and promptly develop a resolution to the identified problems.
Acceptance	State will review progress made with identified problems during testing and when all are resolved to the State's satisfaction, this deliverable will be considered completed.

Deliverable 19	Training Plan
Purpose	To define the approach and schedule for end user and systems operation training. The State expects the contractor to develop an effective training plan that takes into consideration the State's unique geographic and staffing challenges listed in section 4.01.
Content	<p>A document that:</p> <ol style="list-style-type: none"> 1. Defines the approach for training the State's users on the licensed software 2. Outlines a recommended Change Management Plan for the State to implement prior to EHR training itself. Change Management Plan to include strategies for preparing different roles: administrative, medical-administrative, nursing, medical providers, dental staff, mental health staff, IT staff, and medical records clerks 3. Provides a complete statewide training plan for all staff and all roles at each facility. The plan should outline the necessary training sessions and curriculum including the training methodology (for example live classroom, internet classroom, self-study, recorded video etc.) 4. Establishes a content outline to guide development of classroom materials 5. Distinguishes how the offeror intends to provide statewide training including which staff from which facilities will attend each session 6. Defines a training schedule by location 7. Provides a mechanism for tracking completion of training 8. The State expects the Contractor to deliver most training sessions on site in Anchorage in a large computer equipped training room provided by the State. 90% of all health staff will attend trainings in person in Anchorage. AMCC, FCC, KCC, and LCCC facility staff will need to be trained in their remote locations (less than 10% of health staff), and the State expects the Contractor to develop a plan for rural training that involves a combination of Contractor staff and State staff: super user staff, informatics nurse, and training nurse (who's normal role will be to conduct trainings for newly hired staff post go live). Contractor may conduct follow-up training and additional sessions via distance learning; however the State does not want training that primarily uses web based training.
Acceptance	<p>The State will provide comments on the Draft Training Plan within fifteen business days of receipt. If comments are not received within this time period, the Deliverable will be deemed accepted. If comments are received, the State project manager and the Contractor will mutually agree on timeframe and steps for finalizing the Deliverable for State approval and acceptance. The offeror will take into account attachment C exhibit C1 regarding challenges involved in training AKDOC health staff.</p> <p>The State will provide comments on the Final Training Plan within five business days of receipt. If comments are not received within this time period, the Deliverable will be deemed accepted. If comments are received, the State project manager and the Contractor will mutually agree on timeframe and steps for finalizing the Deliverable for State approval and acceptance.</p> <p>If additional drafts are required before acceptance of the Final Training Plan, the State will provide comments on each Draft Training Plan within ten business days of receipt. If comments are not received within this time period, the Deliverable will be deemed accepted.</p>
Other	The State will work with Contractor to develop an agreed table of contents for the Training Plan prior to its development.

Deliverable 20	Training Materials
Purpose	To provide the State with training materials that can be printed for use by end users for each training session.
Content	<p>The Contractor will design and develop the training curriculum, and provide associated course content and materials.</p> <p>Content and materials for each class are specific to user role, and tailored to meet the State's specific needs. This should include a user manual, syllabus, any instruction videos, exams, Power Point presentations, etc.</p>
Acceptance	The State project manager will provide comments on training materials within fifteen business days of receipt. If comments are received, the State project manager and the Contractor will mutually agree on timeframe and steps for finalizing the Deliverable for State approval and acceptance.

Deliverable 21	Training
Purpose	To train all health staff employees and contract staff, State super users, informatics nurse, and the EHR training nurse (who will do ongoing training after go live) in the user role specific utilization of the EHR. For the informatics nurse, this will include the medical-administration of the EHR system including extensive training in the development of reports, creation of end user screens and data and other technical aspects of the system pertinent to the needs of these personnel.
Content	<p>Implement and deliver the overall training process in accordance with the approved training plan</p> <p>Provide training to State DOC inmate health employees and contract staff, including providing enhanced training to a super user from each facility and one health database administrator informatics nurse who will be doing most of the user defined configuring of the software.</p>
Acceptance	This Deliverable will be deemed accepted once training is delivered in accord with the Training Plan.

Deliverable 22	Knowledge Transfer Plan and Activity
Purpose	To prepare DOC State staff, who are at or above the super-user level, including I.T. staff to maintain the system's functionality. This functionality includes but is not limited to report maintenance, password changes, template maintenance, installation, update process, data integrity fixes, security group maintenance, etc.
Content	A written plan describing the knowledge and skills necessary for State personnel to maintain the system following implementation including training that will be provided to AKDOC staff, goals, time line, type and length of courses to be provided, the identities of AKDOC participants by title and required time commitment. This Deliverable also includes all activities, discussions, and written materials to transfer this knowledge to State staff effectively.
Acceptance	This Deliverable will be deemed accepted once knowledge transfer is accomplished in accord with the Knowledge Transfer Plan.

Deliverable 23	Go-Live and Stabilization Plan
Purpose	To define the steps necessary for a successful Go-Live and subsequent stabilization of the Licensed Software. To assure the contractor provides the State with licensed and functioning software configured to meet the State’s business needs, loaded with the State’s converted data per the conversion plan plus all the interfaced ACOMS information for current inmates at the time of Go-Live, and interfaced with ACOMS, Quest Labs, QS1 Prime Care, and Keefe Edge Kiosks per the Interface specifications.
Content	The Go-Live and Stabilization Plan will consist of a detailed task plan, including a readiness checklist and resource assignments, to support moving the Licensed Software into Productive Use. It will include a data load and conversion plan and a contingency plan in the event that the Go-Live fails. It will also include a stabilization plan that details Contractor’s commitments to stabilization and the transition to full support by State staff.
Acceptance	<p>The State will provide comments on the Draft Go-Live and Stabilization Plan within ten business days of receipt. If comments are not received within this time period, the Deliverable will be deemed accepted. If comments are received, the State project manager and the Contractor will mutually agree on timeframe and steps for finalizing the Deliverable for State approval and acceptance.</p> <p>The State will provide comments on the Final Go-Live and Stabilization Plan within five business days of receipt. If comments are not received within this time period, the Deliverable will be deemed accepted. If comments are received, the State project manager and the Contractor will mutually agree on timeframe and steps for finalizing the Deliverable for State approval and acceptance.</p> <p>If additional drafts are required before acceptance of the Final Go-Live and Stabilization Plan, the State will provide comments on each Draft Go-Live and Stabilization Plan within ten business days of receipt. If comments are not received within this time period, the Deliverable will be deemed accepted.</p>

Deliverable 24	Technical Operations Manual
Purpose	To guide State IT staff in the technical operation and maintenance of Licensed Software after implementation. Includes site-specific customizations and operational considerations.
Content	An online manual to guide State IT staff in the technical procedures necessary to operate and maintain the licensed software after implementation customized to the State’s configuration.
Acceptance	The State project manager will provide comments on the Technical Operations Manual within fifteen business days of receipt. If comments are received, the State project manager and the Contractor will mutually agree on timeframe and steps for finalizing the Deliverable for State approval and acceptance.

Deliverable 25	Business User Manual
Purpose	To guide State business staff with the use and ongoing configuration of the Licensed Software.
Content	An online manual to guide end users in the functionality, features and workflow offered by the application, customized to the State's configuration.
Acceptance	<p>The State will provide comments on the Draft Business User Manual within ten business days of receipt. If comments are received, the State project manager and the Contractor will mutually agree on timeframe and steps for finalizing the Deliverable for State approval and acceptance.</p> <p>The State will provide comments on the Final Business User Manual within five business days of receipt. If comments are received, the State project manager and the Contractor will mutually agree on timeframe and steps for finalizing the Deliverable for State approval and acceptance.</p> <p>If additional drafts are required before acceptance of the Final Business User Manual, the State will provide comments on each Draft Business User Manual within ten business days of receipt. If comments are received, the State project manager and the Contractor will mutually agree on timeframe and steps for finalizing the Deliverable for State approval and acceptance.</p>

Deliverable 26	Configured and Licensed Software in Productive Use
Purpose	To provide the State with a functioning set of Licensed Software configured to meet the State's business needs, loaded with the State's data per the Data Conversion Plan, and interfaced with other State systems per the Interface Specifications.
Content	Implemented software in productive use.
Acceptance	The State will accept the Configured Licensed Software after the last installed component of the Licensed Software has been in Productive Use without a Type A or B Malfunction for a period of at least 90 consecutive days.

Deliverable 27	Stabilization Services
Purpose	To provide the State with post Go-Live support services, including identifying and resolving Malfunctions and operational issues.
Content	Technical support, commencing at Go-Live and ending after a mutually agreed-upon period of time.
Acceptance	The State will accept the Stabilization Services after the mutually agreed-upon time period for services, given the Licensed Software has been in Productive Use for 365 days without a Type A or B Malfunction for a period of at least 90 consecutive days. If a Malfunction occurs during this time period, Stabilization Services shall continue until Licensed Software has been in Productive Use without Malfunction for a period of at least 90 consecutive days.

F. State and Contractor Responsibilities and Access

For proposals for a contractor hosted solution, the contractor is responsible for all hosting hardware installation and installation/configuration of all licensed software at the contractor's hosting location.

For proposals for a State hosted solution, the contractor will provide the servers, routers and switching hardware necessary to host the system, and the State will install this hardware in the State's hosting location, while the contractor will be responsible for the proper installation and configuration of all licensed software at the State's hosting location. State will provide utilities (including heat, light, power, and air conditioning) for operation of the EHR servers and hardware if installed within the State's system.

In connection with Services, State will reasonably cooperate with Contractor and will:

1. Give Contractor physical access to State's site during normal working hours (or as otherwise agreed), and office space and equipment, telephone service, programming facilities, and other reasonable administrative and infrastructure support as needed for Contractor to deliver services;
2. Give Contractor remote Internet access to the servers on which the Licensed Software resides;
3. Make available knowledgeable State staff to answer questions and make decisions when necessary relating to the business and functional aspects of the services being performed by Contractor;
4. Provide timely responses and approvals to Contractor;
5. Conduct regular backups of the State's servers.

Contractor shall comply with all of State's security procedures regarding such access.

Contractor shall use such access solely for performing its obligations hereunder and Contractor shall be liable for any breach of State's systems arising from Contractor's access or using State's passwords and access rights.

G. Warranty of Performance

Contractor warrants that:

1. It will perform the Services in a professional and workmanlike manner, in accordance with the standards of performance generally accepted in the software industry.
2. It will strictly comply with the descriptions and representations as to the Services (including performance capabilities, accuracy, completeness, characteristics, specifications, configurations, standards, function and requirements) which appear in this Agreement and in Contractor's response to State of Alaska, Department of Correction's Request for Proposals for a Statewide Electronic Health Record Project (RFP 2013-2000-1332), dated February 8, 2013, and as amended during the Pre-award Phase discussions.
3. The Services will not be in violation of any applicable law, rule or regulation, and Contractor will have obtained all permits required to comply with such law and regulations.
4. The Services will not violate or in any way infringe upon the rights of third parties, including property, contractual, employment, trade secrets, proprietary information and nondisclosure rights, or any trademarks, license, copyright or patent rights.
5. Entry into and performance of this Agreement is not limited in any way by any loan, security, financing, lien, claim, encumbrance, contractual or other agreement to which Contractor is a party.
6. Errors or omissions committed by Contractor in the course of providing services shall be remedied timely by Contractor at its own expense.

H. Limitation of Liability

Except for (a) the CONTRACTOR'S indemnity obligations hereunder, (b) the CONTRACTOR'S breach of its confidentiality obligations, or (c) damages arising out of the CONTRACTOR'S intentional misrepresentation, gross negligence or willful misconduct, both parties agree that the CONTRACTOR'S liability for any damages relating to this Agreement shall not exceed the greater of 1.75 times the fees payable to the CONTRACTOR as provided for herein, or (2) 1.75 times the actual amounts received by the CONTRACTOR during the term.

APPENDIX D CONSIDERATION AND PAYMENT SCHEDULE

A. Payment Schedule

The State shall make payments based on Deliverables defined in this Agreement. The Deliverables to be furnished by the Contractor and associated payment milestones are identified in the table below.

Payment shall be contingent upon the State’s signed acceptance of the Deliverable and requires a Contractor’s signed certification memo of completion. State acceptance will not be unreasonably withheld. Acceptance may be conditioned on Contractor action to produce a Deliverable meeting established quality standards. The Contractor shall submit a payment request on a monthly basis to the address on page 1, item 11 of this Agreement.

Payment Milestone/Deliverable	Invoice Amount	Withholding Amount	Payment Amount
1. Baseline Detailed Project Work Plan			
2. Project Status Reports			
3. Weekly Risk Reports			
4. System Configuration Reports			
5. Business Process Modification Recommendations			
6. Configured Software Ready for Test			
7. Accepted Workflows			
8. Hardware Specification			
9. Application Architecture Documentation			
10. Installation Certification Document			
11. Data Conversion Plan			
12. Validated Migrated Data			
13. Reports			
14. Interface Specifications			
15. Tested Interfaces			
16. Test Plan			
17. Volume/Stress Testing Report			
18. Testing Support			
19. Training Plan			
20. Training Materials			
21. Training			
22. Knowledge Transfer Plan and Activity			
23. Go-Live and Stabilization Plan			
24. Technical Operations Manual			
25. Business User Manual			
26. Configured and Licensed Software in Productive Use			
27. Stabilization Services			
TOTAL FIXED PRICE			

The above payments represent a firm, fixed price for all services necessary to meet the State's requirements as documented in:

1. The State of Alaska-Department of Correction's Request for Proposal for a Statewide Electronic Health Record Project (RFP 2013-2000-1332), dated February 8, 2013, and as amended.
2. Contractor's Proposal, as modified during the Pre-award Phase, in response to the State of Alaska-Department of Correction's Request for Proposal for a Statewide Electronic Health Record Project (RFP 2013-2000-1332), dated February 8, 2013, and as amended.

Changes to the schedule of deliverables in the Baseline Detailed Project Work Plan caused by Contractor's performance shall not entitle Contractor to additional compensation.

Amounts due the State as damages may be deducted by the State from any money payable to Contractor pursuant to this Agreement. The State shall notify Contractor in writing of any claim for damages prior to the date the State deducts such sums of money payable to Contractor.

During the course of this contract, the Contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per AS 36.30.400.

The Contractor will not commence additional work until the project director has secured any required State approvals necessary for the amendment and issued a written contract amendment, approved by the Commissioner of the Department of Corrections or the Commissioner's designee.

With regard to any additional Services that Contractor is to provide on a fixed fee basis, Contractor will provide such Services for the fixed fee amounts specified in the applicable Change Order subject to the following rates:

Additional Services: Rates per Hour by Position

Position	Rate

Travel Costs: The Contractor's price proposal for the Licensing and Implementation portion of the contract included all costs, including transportation, lodging, and per diem costs, sufficient to pay for all contractor personnel required to perform all of the services described in the RFP.

Potential travel costs may include travel to meet with system users, testing of system functionality, installation of system software or training sessions outside of Anchorage.

All undisputed amounts on each invoice delivered to the State by Contractor shall be due and payable within thirty days of receipt thereof by State. Each invoice must detail the services provided. All invoices for services rendered will include, at a minimum, the type of service being performed as defined by the subcategory of the task from the Statement of Work, a breakdown of on-site vs. off-site time, the total hours, the employee, and the period covered. This detail can either be included in the body of the invoice or through a detail supplement that will be provided in conjunction with the invoice, such as a report or spreadsheet.

B. Withholding Payment

A withholding of 20% will be retained from the amount paid on a Contractor invoice under the resulting contract during the implementation phase of each functional module. The withholding will be released as follows:

- 1) Upon Go-Live, the State will pay the Contractor one-half of the amount withheld to date.
- 2) Six months after Final Acceptance, if the licensed software has been in productive use without Type A or B Malfunctions for a period of at least 90 consecutive days, the State will pay the Contractor one-half of the remaining balance.
- 3) Twelve months after Final Acceptance, if the software has been in productive use without Type A or B Malfunction for a period of at least 90 consecutive days, the State will pay the Contractor the remaining balance.

A Type A or B Malfunction in the last 90 days will extend the warranty support period without further cost to the State.

APPENDIX E CONTRACTOR'S RESPONSIBILITY FOR FUNCTIONAL REQUIREMENTS

[TO BE INSERTED AFTER CONTRACTOR SELECTION] – Contains final disposition after Pre-award Phase of Attachment F Software Functionality and Technical Requirements.