

Request for Proposals  
Rappahannock Regional Jail  
Authority

*Request for Proposals:*

Electronic Medical Records System

7/1/14 Effective Date

**RAPPAHANNOCK REGIONAL JAIL**  
Serving: The City of Fredericksburg  
and the Counties of King George, Spotsylvania and Stafford

**Request for Proposals**

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RFP No.: 2013-EMRS

Issue Date: October 22, 2013

Title: Electronic Medical Records System

Location: 1745 Jefferson Davis Hwy, Stafford, VA 22554

The Rappahannock Regional Jail is requesting proposals from qualified Offerors to provide an Electronic Medical Records System. The Jail currently holds approximately 1,500 inmates and serves the City of Fredericksburg and the Counties of Stafford, King George and Spotsylvania. The Jail is located in the County of Stafford. Proposals for this RFP will be accepted until 2:00 p.m., November 22, 2013, at which time they will be opened in the Procurement Department, Rappahannock Regional Jail, 1745 Jefferson Davis Highway, Stafford, VA 22554. Proposals received after 2:00 p.m. on November 22, 2013, will not be considered. Proposal number and closing date must be printed on the outside of the envelope.

Where to submit Proposals:

Rappahannock Regional Jail  
Attn: Lisa, Procurement Officer  
1745 Jefferson Davis Highway  
P.O. Box 3300  
Stafford, VA 22555-3300

Requests for information relating to the Request for Proposals may be obtained by contacting:

Lisa Edwards, Procurement Officer  
Email: [ledwards@rrj.state.va.us](mailto:ledwards@rrj.state.va.us)  
Phone: 540-288-5273

Requests for specific information relating to services may be obtained by contacting:

Barbara Meade, Director of Health Services  
Email: [bmeade@rrj.state.va.us](mailto:bmeade@rrj.state.va.us)  
Telephone: (540) 288-5245 X284

**RAPPAHANNOCK REGIONAL JAIL**

**RFP NO. : 2013-EMRS**

**Schedule**

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1. Post RFP on eVA and RRJ Website **October 22, 2013**
2. RFP response due at 2:00 PM **November 22, 2013**
3. Evaluation by Committee **November 25 – December 6, 2013**
5. Notify Offeror of selection **December 16, 2013**
6. Process Contract **July 1, 2014**

# **REQUEST FOR PROPOSALS ELECTRONIC MEDICAL RECORDS SYSTEM**

## **I. PURPOSE:**

The intent and purpose of this Request for Proposals (RFP) and resulting contract is to solicit proposals from qualified Offeror(s), to provide an electronic medical records system to the Rappahannock Regional Jail, (RRJ), for one (1) year inclusive of warranty and any applicable maintenance. The jail will also request a five year maintenance fee schedule to be renewed on an annual basis. The Rappahannock Regional Jail determined to use a Request for Proposals and competitive negotiation rather than an Invitation to Bid and competitive sealed bids for the procurement of an electronic medical records system because it was determined to be impractical and not fiscally advantageous to use competitive sealed bidding due to the fact that this is primarily a services contract, and the quality of service and experience of the vendors is an important consideration, and because it was difficult to write specifications for the service. This RFP provides for either a purchase or subscription service. The objective for this project is to ensure that the Purchaser has an effective EMR system to more effectively manage individual patient treatment.

If additional items or services are needed that are not on this proposal, but fits the scope of this proposal, we can get a quote from the awarded vendor and consider the purchase as part of this proposal.

## **II. BACKGROUND:**

The Rappahannock Regional Jail Authority, the governing body for the Rappahannock Regional Jail network, is an Authority of the Commonwealth of Virginia which serves the City of Fredericksburg and the Counties of King George, Spotsylvania and Stafford. The Rappahannock Regional Jail is located at 1745 Jefferson Davis Hwy., Stafford, VA 22554 and houses an average daily inmate count in excess of 1500 and an annual operating budget of \$36 million. We house ICE, federal, state and county inmates. Medical care is provided to the inmate population by our medical staff. Currently medical documentation is done on paper. We have an estimated 30,000 number of paper charts currently stored at our facility. Medication passes are performed 4 times daily during a 24 hour period. Our medical staff is onsite 24 hours a day. Roughly 30 employees will utilize the EMR application after deployment. We do have onsite IT personnel. The EMR software must interface with our inmate management software, providing new bookings, moves, and releases along with other demographic information including pictures. The EMR software must interface with our pharmacy, providing orders of new medications entered into the EMR directly to our pharmacy vendor. The EMR software must interface with our lab vendor, providing orders to and/or results from our lab vendor containing lab values to populate directly into the inmate's chart.

Purchaser's jail management system is Archonix and the inmate's banking system is Lockdown. The Lab company is Labcorp and the Pharmacy vendor is Westwood Pharmacy.

### **III. SCOPE OF SERVICES**

The successful EMR system will provide comprehensive EMR functionality and interoperability. The system must provide easy and efficient means for medical staff to more effectively manage individual patient treatment. Functionalities will include: Patient Management Capabilities, Computerized Provider Order Entry, Flexible Reporting and Querying, Interoperability with current jail management system and inmate banking system, conformance to existing and emerging national vocabulary format and reporting, are key objectives. The vendor will provide software system, installation, integration, training, implementation support and ongoing technical support of the EMR system.

### **IV. REQUIRED INFORMATION IN PROPOSAL**

Each proposal shall include the following information:

Name of office locations of all firms participating in this proposal.

Brief description of the history of the company(s), size and volume of business, years in business, etc.

Overview of products and services provided in the area of computer technology.

Vendor shall identify and describe at least three references with similar type of requirements. The following information shall be included for each reference site: Company Name, Address, Contact Name and Title, Phone Number.

### **V. EVALUATION CRITERIA**

Proposals will be evaluated based on the following criteria:

Experience of the firm in providing an electronic medical records system to jails and prisons, particularly in Virginia.

Financial and management integrity of the firm.

Adherence to the criteria set forth in the specifications of the RFP

Service – to include implementation process and technical support

Final proposal pricing, monthly support fee

Availability of product and references

**VI. PROCEDURE**

One (1) original and three (3) copies of each proposal shall be submitted no later than 2:00 PM, November 22, 2013, to Lisa Edwards, Procurement Officer, Rappahannock Regional Jail. Envelopes need to be clearly marked with the RFP #2013-EMRS, the due date and time. If proposals are not received by the above date and time, they will not be considered.

Following receipt of proposals, the Jail will determine which firms to interview based on the evaluation criteria listed below. Negotiations and interviews will then be conducted with these firms. The award will be made to the firm that submits the best proposal based on the interview criteria.

Firms submitting proposals also agree to language stating that the firm awarded the contract will indemnify the Jail Authority, its officers, agents and employees from any damages or claims caused by actions of the firm or its employees, and each firm shall provide workers' compensation in the amount of Virginia statutory limits and a general liability policy covering the contract with the Jail in the amount of \$1,000,000.

**VII. AVAILABILITY OF FUNDS**

A contract shall be deemed executory only to the extent of appropriations available for the purchase of such articles or services. Extended obligations on those contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.

**For each item below, place a mark in the column that best describes your products available functionality. If currently available, place a mark in the YES column. If currently available with restrictions/contingencies or if the functionality will be available in future releases, place a mark in the Qualified YES column and explain in the Comments column. If the functionality is not available and there are no plans to make it available in future versions of the software, place a mark in the NO column.**

<b><i>EMR Software Capabilities Integration — Offender Management</i></b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Does your software support integration with offender management software?				
Does your software support a hi-directional interface with offender management software?				
Does your software support the automatic importation of inmate demographic data from offender management software?				
Does your software support the automatic creation of new inmates in your system based on the demographic data sent from offender management software?				
Does your software support the automatic update of inmate demographic fields for existing inmates in your system based on the demographic data sent from offender management software?				
Does your software support the automatic importation of inmate movement records from offender management software?				
Does your software maintain the current location of inmates based on the importation of inmate movement records from offender management software?				
Does your software support the automatic importation of inmate photographs from offender management software?				
Does your software maintain an audit trail of the raw data sent by the offender management software?				
Does your software support real-time importation of data from offender management software?				
Does your software support importation of data using the FTP protocol from offender management software?				
Does your software support importation of data using shared folders (SMB) from offender management software?				

<b><i>EMR Software Capabilities Integration — Offender Management</i></b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Does your software support importation of data using web services from offender management software?				
Does your software support integration with offender banking software?				

<b><i>EMR Software Capabilities Integration — HL7 Labs</i></b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Does your software integrate with HL7-compliant laboratory software systems?				
Does your software have the ability to receive laboratory results in an HL7 compliant file format?				
Does your software have the ability to send laboratory requisitions in an HL7 compliant file format?				
Are the lab results received by your software automatically assigned to the proper patient in the EMR database without any human involvement?				
Are the individual lab results values stored as discrete values for later reporting and graphing?				
If your EMR system offers user definable fields and records, can you integrate user definable fields with lab results fields on the same report? This allows in-house lab results that may be stored as user definable fields to be combined with lab results that may come from outside laboratory testing vendors.				
If the lab vendor notes that a specific lab result is abnormal, does your system also note that fact?				
Does your system have a mechanism for tracking and reporting on whether or not follow-up has been done with the patient for each lab result set?				
Are lab results fully integrated within your EMR system and each inmate's chart? (In other words, the user does not have to invoke another third party program to view lab results.)				

<b><i>EMR Software Capabilities Integration — Pharmacy</i></b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Does your software integrate with pharmacies?				

<b>EMR Software Capabilities Integration — Pharmacy</b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Can your software automatically send medication orders or prescriptions to pharmacies?				
Can your software automatically receive notification that a medication order or prescription has been filled or not filled?				
If your software includes inventory routines, can you automatically adjust inventory levels as medications are received from the pharmacy?				
If the pharmacy offers an electronic MAR, can your software integrate with their MAR in real time?				

**IT Requirements:**

Provide a general system diagram. Outline technical specifications of the proposed system, including database structure, network components and architecture and description of technologies used for implementation including a list of all other software and/or hardware needed to operate the system. Describe the overall EMR proposed system and requirements.

EMR system must run terminal services server for medical staff to access and input data via "Remote Desktop" on laptops (via wireless) and PC's in the medical facilities at the jail. Software must be able to run in a terminal service environment.

The EMR vendor will provide timely patches to provide solutions to any programming issues. The EMR vendor will provide at least a quarterly update with new features added to the software. The EMR vendor will assist our facility's IT staff with installing the new updates.

**For each item below, place a mark in the column that best describes your products available functionality. If currently available, place a mark in the YES column. If currently available with restrictions/contingencies or if the functionality will be available in future releases, place a mark in the Qualified YES column and explain in the Comments column. If the functionality is not available and there are no plans to make it available in future versions of the software, place a mark in the NO column.**

<b>EMR Software Capabilities Scalability</b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Is your EMR software scalable from a capacity point-of-view, meaning that it supports an unlimited number of inmates and medical records and is only restricted by the natural constraints of existing hardware?				

<b>EMR Software Capabilities Scalability</b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Does your software support large capacity storage devices such as terabyte hard drives and/or SAN disk arrays?				
Is your EMR software scalable from an information management point-of-view, meaning that as our correctional facility grows in its needs your software is already capable, today, of meeting those needs? Examples would include complex disease management protocols; means of rapid data entry of sophisticated documentation; advanced reporting and trending for outcome- based medicine; tracking of new types of information using user definable records; and so on.				

<b>Hardware Network Requirements Server</b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Does your EMR software run on standard off-the-shelf Microsoft Windows based servers?				
Do you recommend the use of RAID disk arrays?				
Can your EMR software run on terminal servers or Citrix servers in a thin-client environment to reduce workstation hardware costs?				
Is your software SQL based (either Microsoft or Oracle, but preferably Microsoft)?				
Do you recommend the installation of the database, domain, and terminal servers within the correctional facility?				

<b>Hardware Network Requirements Workstation</b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Does your software support standard, off the shelf, Microsoft Windows based workstations?				
Does your software support desktop computers?				
Does your software support laptop/notebook computers?				
Does your software support tablet PC's?				
Does your software support thin-client machines as workstations?				
Does your software support non-standard computers if used as a thin client workstation?				
For non-thin-client workstations do you offer minimum specifications for those workstations?				

<b>Hardware Network Requirements Peripherals</b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Does your software support most standard Microsoft compatible peripherals?				
Does your software support Microsoft compatible printers?				
Does your software support Microsoft compatible scanners?				
Does your software support Microsoft compatible keyboards, mice, and alternative data input devices (such as track balls, pen tablets, etc.)?				
Does your software support bar code data entry devices?				

<b>Hardware Network Requirements Database</b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Is your database system SQL based (Microsoft SQL)?				

<b>Hardware Network Requirements Disaster Recovery</b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Can you offer recommendations for backup policies and procedures to our I.T. staff?				
In the event of a disaster recovery scenario, will you be willing to travel to our site for assistance in bringing our system back online?				

<b>Hardware Network Requirements Services</b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Do you offer any type of network/hardware services?				
Can you supplement our I.T. staff if requested to do so?				
Can you coordinate network/hardware projects with our I.T. staff if requested to do so?				
Can you completely manage our I.T. needs if requested to do so?				

**Security Requirements:**

We must be able to suspend or grant software access to anyone who needs to access the EMR on either a temporary or permanent basis. The EMR must have password protected capability per user. We must have the ability to control what information is accessible to users in the software based on their assigned credentials. We must be able to record every log in and log out of the system by every user.

**For each item below, place a mark in the column that best describes your products available functionality. If currently available, place a mark in the YES**

**column. If currently available with restrictions/contingencies or if the functionality will be available in future releases, place a mark in the Qualified YES column and explain in the Comments column. If the functionality is not available and there are no plans to make it available in future versions of the software, place a mark in the NO column.**

<b><i>EMR Software Capabilities Security</i></b>	<b><i>YES</i></b>	<b><i>Within 1 Year</i></b>	<b><i>Never</i></b>	<b><i>Comments</i></b>
Does your software contain security features?				
Does your software enforce username and password checking before the user can begin using the software?				
Should each user have a unique username?				
Can users be assigned to a group where each department is then assigned specific privileges or security clearances?				
Does your system recognize administrator or super-users that can administer the security routines?				
Can administrator or super-users be prevented from accessing clinical information?				
Is every change in user and group settings recorded in an audit log?				
Is every log in and log out of the system recorded in an audit log?				
Does your system have the ability to prevent a given user from seeing some inmates?				
Does your system have the ability to restrict access to each discrete record by group? (In other words, a user must be a member of a specific group to see a specific inmate's record such as a lab test or appointment.)				
Can users be members of more than one group at the same time?				
Does your system support an unlimited number of users?				
Does your system support an unlimited number of departments?				
Does your system include audit trails of data creation and modification for sensitive and critical data such as provider dictation, medication administration, sensitive user definable fields, etc.?				
Does your system support keeping audit logs indefinitely? Is this option configurable to administrators/super-users?				
Does your system support running client software in a terminal services environment?				

<b>EMR Software Capabilities Security</b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Is Microsoft Windows your systems preferred operating system for workstations and servers?				

**Desired Software Functionality:**

1. An Integrated Real-Time Report Writer
  - a. The software must allow the administrator the ability to build and customize reports that reflect on the desired information. Reports are created with combinations of scheduling, billing or clinical information through selecting data from every field of information stored within the system. We wish to analyze resulting data from one patient, a group of patients or all patients. Access to those reports must be as limited or liberal as desired.
  - b. Staff must have interactive capability and work directly from reports. For example, nurses responsible for pre-pouring medication can easily do so based on inmate location and required medications.
  - c. The software must not have a third party reporting system (such as Crystal Reports). We must have the ability to build reports within our EMR without having to contact the EMR vendor.
  - d. The integrated reporting system must alert and/or notify proper staff of pending tasks and procedures. For example, the H&P report must list all inmates due for the 14-day History and Physical.
  - e. Staff must be able to “drill down” from electronic reports to view the actual data used to compile the reports.
2. Quickly Accessed Reports to Drive Work Flow
  - a. Medical staff must have quick access to reports that are relevant to their specific tasks and workflow. For example, time-sensitive pending orders due for completion must be readily available for the appropriate staff.
3. Ability to Record All Actions That Transpire in the EMR
  - a. The software must log and track every instance of user activity (date and time) and must be easily accessed by facility administrators without the need of EMR technical support.
4. An Electronic MAR
  - a. Software must allow documentation of medication administration. This must be interactive by inmate location and current medication, allergies, photographic recognition, barcode recognition of inmate and medication identification, and the ability of biometric technology to verify inmate identification based on a fingerprinting system. The EMR will allow the medical staff to easily access the patient chart during a med pass without having to leave the individual’s MAR.

- b. Treatments and orders must be available for the medical staff to perform and document on the MAR by shift and location.
- 5. Inventory Functionality
  - a. The software must have an integrated inventory function that allows our facility to track on-hand medications, sharps, and other medical equipment.
  - b. The software will be interactive with prescriptions, orders, and other procedures which utilize inventory items and deduct the appropriate amount.
  - c. Inventory items must be tracked by facility and in-facility locations.
  - d. The software must have a purchase order function that interfaces with the inventory function to track items ordered, purchased and received.
- 6. Financial Tracking
  - a. The software must have a built-in financial component that allows medical and administrative staff to track procedures, medications, and other chargeable items that are provided to the inmate and track account balances.
  - b. The software must allow for payments on inmates accounts.
  - c. The software must be able to interface with our facility's inmate banking software.
- 7. Fully Customizable Protocol Templates
  - a. The software must contain our facility-specific protocols in electronic form that allow the medical staff to interactively carry out the protocols.
  - b. The protocols must be able to be edited if needed by administrative staff without having to contact technical support.
  - c. The protocols must direct workflow based on the information entered such as automatically creating referrals, assigning tasks to other staff members, initiating or cancelling orders, etc.
  - d. Providers must have the option of manually entering dictation or automatically entering dictation based on the customized protocol.
  - e. Medical staff must have the ability to easily edit the patient's chart from the protocol screen.
  - f. The EMR must provide the ability for the provider to easily access diagnosis and procedure codes while in the protocol screen.
- 8. Appointment Scheduler
  - a. The software must be able to provide a set appointment schedule per provider per location with which we can interactively schedule appointments into sick call visits, referrals, etc.
- 9. User Defined Records
  - a. For any module within the software that is not able to be customized directly to our specifications such as word documents or protocols, the

EMR software will provide us with a customizable user-defined record to track and/or record information based upon our criteria.

10. Compatibility with Microsoft Word and Microsoft Excel

- a. The EMR must be able to take the information medical staff enters and merge that information into our required Word and Excel Documents that we send offsite to other facilities, hospitals, etc.
- b. The EMR must house our required forms and other documents that must be sent to other facilities such as transfer summaries, releases of information, or other applicable forms.

11. Document Management

- a. The EMR must house the patient’s chart and give medical staff easy access to old paper medical charts and other outside information that was scanned or entered via electronic fax.

12. Hosted and Server Model

- a. The software must give the option to provide a hosted solution for our server or provide the necessary tools to help us set up an onsite server-client network.

13. Pictures and Videos

- a. The EMR must be able to store within each inmate’s chart pictures applicable to their medical chart. For example, a picture to document an inmate’s injury or illness must be easily accessed in the inmate’s chart.

14. Navigation

- a. The EMR must allow for ease of navigation between screens.

**For each item below, place a mark in the column that best describes your products available functionality. If currently available, place a mark in the YES column. If currently available with restrictions/contingencies or if the functionality will be available in future releases, place a mark in the Qualified YES column and explain in the Comments column. If the functionality is not available and there are no plans to make it available in future versions of the software, place a mark in the NO column.**

<i>EMR Software Capabilities Integration vs. Modular</i>	<i>YES</i>	<i>Within 1 Year</i>	<i>Never</i>	<i>Comments</i>
Is the EMR software a totally integrated system? (In other words, it does not use modules, for example one module for medications, another module for the MAR, a third module for dictation, etc.)				

<b><i>EMR Software Capabilities Integration vs. Modular</i></b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Is the vendor the sole developer of all routines, components, modules, etc.? (In other words, the vendor has not purchased software from other third parties and is dependent on those third parties for enhancements and problem fixes.)				
Is the vendor's software as demonstrated sold as one complete package at one price? (In other words, the software is not sold piecemeal where additional modules each have an additional cost.)				

<b><i>EMR Software Capabilities Document Management</i></b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Does the software have document management capabilities?				
Can old medical records be scanned into the EMR system?				
Can outside medical records be scanned into the EMR system?				
Does the software support the automated importation of scanned images via bar code separator pages, file naming conventions, and/or web services?				
Does the software store scanned images in their native file format?				
Does the software support all major Microsoft Windows files formats such as .tif, .jpg, .pdf?				
Does the software support inmate identifying photographs?				
Does the software support digital photographs for things such as disease progression, abuse documentation, etc.?				
Does the software support the storage of sound files?				
Does the software support the storage of video files?				
Is the access of the document management files (e.g. scanned-in images and photographs), seamlessly integrated into the EMR system? (In other words, the user does not have to manually start up another program to view document management files.)				
Is there a path for unlimited growth of the number and size of document management files except for the natural limits imposed by hardware capacities?				

<b>EMR Software Capabilities Document Management</b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Should we choose to discontinue and uninstall your EMR software, will the document management files still be available for use?				

<b>EMR Software Capabilities Inmate Demographics</b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Does your software store inmate demographic fields such as name, address, city, state, zip, etc.?				
Does your software store correctional specific inmate demographic information such as booking numbers or tag identification numbers?				
Does your software store correctional specific inmate demographic information such as aliases, tattoos, and gang affiliations?				
Can inmates be 'searched' or 'queried' for based on standard demographic information (name, address, social security number)?				
Can inmates be 'searched' or 'queried' for based on correctional specific fields such as booking numbers or tag identification numbers?				
Can inmates be 'searched' or 'queried' for based on correctional specific fields such as aliases, tattoos, and gang affiliations?				
Can inmates be 'searched' or 'queried' for based on third party identification numbers such as hospital account numbers?				
Can inmate demographic information be automatically populated in the EMR software via integration with offender management software?				
Does your software store digital photographs to help identify inmates?				
If an inmate is re-admitted multiple times to our facility can your software assign the same correctional specific identification numbers to that inmate?				
If an inmate is re-admitted multiple times to our facility can your software assign a new correctional specific identification number to the same inmate but retain previous numbers assigned from previous incarcerations?				
Can ad-hoc reports be created to find all inmates with missing demographic information (such as missing ID numbers or last names)?				
If changes are made to inmate demographics, is a log kept of the changes made as well as who made the changes and when they were made?				
Can a 'guarantor' be entered and assigned to each inmate?				

<b><i>EMR Software Capabilities Inmate Demographics</i></b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Does your software keep track of an inmate's previous addresses and phone numbers?				
Does your software allow for an unlimited number of phone numbers to be assigned to one inmate?				
If two inmates entered in your software are later discovered to be the same inmate, does your software allow for an easy consolidation of those two inmates into one?				
Does your software support the exportation of demographic information into other third party software systems such as offender management or laboratory testing systems?				
Does your software allow for users to easily distinguish between active inmates and discharged inmates?				
Can inmate demographic information be viewed in a read-only format by users not authorized to update the information?				
Does your software allow for the unlimited classifications of inmates for tracking such things as ICE inmates, federal inmates, state inmates, etc?				

<b><i>EMR Software Capabilities Inmate Movement</i></b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Does your software track the movement of inmates within the correctional facility?				
Can your software track inmate movements in real-time?				
Can your software import inmate movements from the offender management system?				
Can your software automatically build a -dictionary of in-facility locations (e.g. inmate cells) based on inmate movement records imported from the offender management system?				
Does your software display the current location of the inmate on any screen that displays the inmate name?				
Can your software automatically update the current location of the inmate in real-time as the inmate is moved in the facility?				
If an inmate is discharged, does your software automatically record that an inmate is discharged and note that the inmate's current location is out of the facility?				

<b><i>EMR Software Capabilities Inmate Movement</i></b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Can your software run proximity reports based on inmate movements to determine which inmates have been in contact with other inmates to help with such things as the control of TB outbreaks and/or the movement of contraband?				
Can your software run exhaustive proximity reports to not only determine which inmates have been in contact with each other, but which inmates have been in contact with each other via intermediary inmate contact?				
Does your software track a responsible party (e.g. correctional officer) for each inmate movement so that ad-hoc reports can be created to see all inmate moves that a particular party has been responsible for?				
If inmate movements are received out-of-sequence from the offender management software, does your EMR software auto-sequence them in the proper order based on time-of-day?				
Are logs kept in your EMR software of the raw data of the inmate movements so that any potential problems with the offender management software can be diagnosed?				

<b><i>EMR Software Capabilities Medication Tracking (MAR)</i></b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Does your software include a Medication Administration Record (MAR) component?				
Is your MAR fully integrated within your EMR software so that EMR records are accessible from within the MAR at any time? (In other words, the MAR routines are not a separate software module potentially purchased and or developed by another vendor).				
Is all inmate information (e.g. demographic, financial, scheduling, clinical, and document management)) available from the MAR?				
Is your MAR fully paperless, that is it does not require that any information be printed to paper to be used?				
Does your MAR track the administration of every medication dose or pill?				
Does your MAR support PRN or 'Keep On Person' medications?				

<b>EMR Software Capabilities Medication Tracking (MAR)</b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Is the underlying medication order or prescription available for access directly from the MAR?				
Does your MAR display the inmate's photograph on all inmate specific screens for easy confirmation of the proper inmate receiving the proper medication?				
Does your MAR use color to quickly identify such things as whether or not an inmate has received a required dose at a required time?				
Does your MAR display all medications and doses in a grid format similar to a paper-based layout of one month per page?				
Can you access previous and future months of information on the MAR easily and quickly?				
Can you "drill down" within the MAR to access all dosage or detailed medication information without leaving the MAR?				
Does your MAR support 'pill box' dispensing of medications? That is the inmates must all come to a centralized location to receive their medications.				
Does your MAR support 'med-pass' dispensing of medications? That is the inmates remain in their cells and a staff member moves from cell to cell to dispense medications.				
If your MAR supports 'med-pass' dispensing, can you easily organize the MAR information (either from a report or by other means) for all inmates such that the order that inmates are accessed in the MAR corresponds to the order of the inmates in their cells?				
If your MAR supports 'med-pass' dispensing, but the inmate is not in the cell or refuses to take the medication, can you quickly record the reason why the medication was not given?				
If your MAR supports 'med-pass' dispensing, can you also perform and record other tasks (such as taking vitals, administering TB tests, drawing blood, etc.) in the EMR system without leaving the MAR screens?				
If your MAR supports 'med-pass' dispensing, can you enter inmate requests, 'To-Do' requests, Orders, etc. in the EMR system without leaving the MAR screens?				

<b>EMR Software Capabilities Medication Tracking (MAR)</b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Does your MAR allow for an unlimited number of shifts and shift descriptions?				
When a new medication order or prescription is entered, can your MAR automatically assign a dispensation time frame and shift(s)?				
Does your MAR support non-consecutive or unusual dispensation patterns such as Monday, Wednesday, Friday, or once per week, or twice per month, etc.?				
Does your MAR support the dispensation of medications outside of the assigned dispensation pattern?				
Does your MAR automatically compute a stop date based on the medication start date?				
Does your MAR allow for the discontinuation of a medication and is it color coded as such for easy viewing by the user?				
Can your MAR integrate with outside pharmacies for automated medication orders?				
Can your MAR update inventory levels as medications are dispensed?				
Can your MAR track inmate signatures for medication orders and individual medication doses?				
Does your MAR contain an audit log that shows who and when every entry was created and modified?				
Can ad-hoc reports be created to track any and all medication and dosage fields?				
Can ad-hoc exception reports be created to see which inmates did not receive a medication for a given time frame?				
Can ad-hoc reports be created to see which inmates are due to have their medications (prescriptions) renewed or refilled?				

<b>EMR Software Capabilities Orders / Treatment Administration Record (TAR)</b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Does your software include an Order-based Treatment Administration Record (TAR)				
Can orders be created for inmates within your EMR system?				
Does your system support both standing orders and ad-hoc orders?				

<b>EMR Software Capabilities Orders / Treatment Administration Record (TAR)</b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Can orders be assigned to individual staff members?				
Can orders be assigned to departments (groups of related staff members)?				
Can the execution of orders automatically create other records in the EMR system? For example, if an order is given to take an inmate's vital signs, can the processing of that order automatically create a separate vital sign record for the inmate?				
Can the completion of one order automatically create another order? For example, if an order is completed to 'Give a TB Test' can the completion of that order automatically create an order to 'Read a TB Test'?				
Can the completion of one order have multiple possible endings, each of which may automatically create multiple additional orders? Such as system allows for decision making support in such things as chronic disease management, admission of new inmates, etc.				
Does your order system track best-case and worst-case target dates?				
Does your order system allow for work to begin on an order immediately after it is created?				
Does your order system prevent an order from being started until a specific time frame occurs and/or a specific amount of time has passed from the creation of the order?				
Can orders be cancelled?				
Can ad-hoc order reports be created to see such things as all open orders for specific departments or all past-due orders?				
Can dictionaries of standing order definitions be built and categorized for rapid order selection and creation?				
Can order target dates be tied to the inmate's birth date?				
Can other clinical records such as vital sign records, lab tests, or document management files be 'inserted' into the order as documentation of the order?				
Does your order system support the 'approval' or 'sign-off' of the order by the requesting authority such as the physician or supervisor?				

<b>EMR Software Capabilities Orders / Treatment Administration Record (TAR)</b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Are all fields stored on the order available for display and filtering on ad-hoc and system reports?				
Does your order system support the `export` of the order definitions to other correctional facilities that also have your EMR system installed?				
Can staff members create orders on behalf of, and at the request of authority figures such as physicians or managers?				
Does your order system contain an audit log that shows who and when every entry was created and modified?				
Can all orders (open or complete) for an individual inmate be accessed by the user from within the MAR system?				

<b>EMR Software Capabilities Alerts</b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Does your EMR software include an alert component to warn users of specific inmate conditions?				
Can we customize alerts to be issued based on the inmate's age?				
Can we customize alerts to be issued based on the inmate's sex?				
Can we customize alerts to be issued based on the inmate's current problems (e.g. diabetes, hypertension)?				
Can we customize alerts to be issued based on other classifications/categories that may have been assigned to the inmate?				
Can we customize alerts to be issued based on laboratory values?				
Can we customize alerts to be issued based on missing values such as no lab results, orders, diseases, or vital signs?				
Can we customize alerts to be issued based on fields entered on intake screening forms, such as pregnancies, suicide risks, high-risk behavior, etc.?				
Can we customize alerts based on any combination of one or more of the criterion listed above (in lines 2.g.2 to 2.g.8)?				

<b>EMR Software Capabilities Alerts</b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Can alerts be automatically checked and possibly issued based on creation of appointments, visits, inmate admissions, movements, etc?				
Are alerts that have been issued to an inmate highly visible and easily accessible?				
Can alerts be department specific, meaning only certain departments can see or act upon specific alert types?				
Can default orders be assigned when an issued alert is acted upon by an authorized staff member of the healthcare provider?				
Can an authorized staff member of healthcare provider choose to ignore or cancel an alert?				
Does your system track all alerts issued and the corresponding measures taken in support or denial of those alerts?				
Can reports be created for track alerts issued and the outcome (if any) of those alerts?				

<b>EMR Software Capabilities Clinical Capabilities</b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Does your software track active and inactive medications for inmates?				
Does your software auto-update active and inactive medications automatically from medication orders / prescriptions created within the system?				
Does your software track active and inactive medications from sources outside the correctional facility such as specialists, health departments and the inmate's family (over the counter drugs)?				
Does your software track current problems (e.g. diabetes, hypertension, dyslipidemia, etc.) for an inmate?				
Does your software track current problems using a standardized coding system such as the ICD-9 disease classification system?				
Does your software support start, continue, and stop dates for current problems?				
If your software tracks current problems based on ICD-9 codes, can current problems be auto-assigned to patient visits for billing and reporting purposes?				
Does your software track allergies for inmates?				

<b>EMR Software Capabilities Clinical Capabilities</b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Does your software support start, continue, and stop dates for allergies?				
Can comments be entered for current medications, problems, and allergies?				
Does your software track a 'past medical history' for inmates?				
Can the past medical history be updated by multiple data entry methods such as templates, voice dictations, and/or copy-paste from other software packages (e.g. Microsoft Word)?				
Does your software support patient visits or encounters?				
Does an encounter record provider documentation in free-text format?				
Can encounter documentation be entered using re-defined template phrases for rapid-data entry?				
Can encounter documentation be entered using voice dictation software?				
Can information such as vital signs, past medical history, active medications, etc. be auto-pasted into encounter documentation?				
Can encounter documentation be searched and reported on?				
Does the encounter documentation contain an audit log that shows who and when every entry was created and modified?				
Can providers enter an electronic signature to note that the encounter documentation is valid and complete?				
Can multiple providers electronically sign-off on the same encounter documentation?				
Can templates be customized by authorized users to fit the documentation styles of each healthcare provider?				
Can Medicare audit points be assigned to template phrases so the encounter documentation can be audited to ensure compliance with Medicare coding guidelines and level of Evaluation & Management (E/M) coding selection?				
Can different providers use different sets of encounter documentation templates?				
Can different providers share encounter documentation templates?				

<b><i>EMR Software Capabilities Clinical Capabilities</i></b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Can encounter documentation templates be exported from correctional facility database to another correctional facility database?				
Does the encounter record have fields for inmate vital signs?				
Can vital signs be recorded apart from an encounter record?				
Can multiple vital sign records be entered for the same inmate on the same day?				
Does your software track an inmate's weight?				
Does your software track an inmate's height?				
Does your software compute a body mass index (BMI) based on the inmate's weight & height?				
Does your software compute a body surface area based on the inmate's weight & height?				
Does your software track an inmate's blood pressure?				
Does your software track an inmate's pulse?				
Does your software track an inmate's respiration?				
Does your software track an inmate's temperature?				
Does your software allow for the possibility that vital signs cannot be recorded and allows for the failure reason to be noted?				
Are vital signs reportable fields?				
Can reports on vitals signs be run for vitals signs recorded both on and apart from encounter records?				
Does the encounter record support the assignment of ICD-9 diagnosis codes?				
Does the encounter record support the assignment of CPT procedure codes?				
Does the encounter record support the assignment of mental health codes such as DSM?				
Can diagnosis codes be 'linked' to procedure codes?				
Can modifiers be assigned to CPT codes?				
Can an attending provider be assigned to the encounter record?				
Can a referring provider be assigned to the encounter record?				

<b>EMR Software Capabilities Clinical Capabilities</b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Can more than one referring provider be assigned?				
Can a supervising provider be assigned to the encounter record?				
Can an EMT/Paramedic be assigned to the encounter record?				
Can a sign-off provider be assigned to the encounter record?				
Can a third party payer such as an insurance company, Medicare, or Medicaid be assigned to the encounter record?				
Can multiple insurance companies ordered by priority be assigned to the encounter record?				
Can dollar amounts be assigned to the procedure codes on the encounter record?				
Can multiple fee schedules such as the Medicare fee schedule be assigned to procedure codes to document the cost of care provided by the correctional facility over a period of time?				
Are the entire CPT / ICD-9 / HCPCS codes available for inclusion with your software?				
Are you licensed by the AMA to legally distribute the CPT / ICD-9 / HCPCS codes?				
Can a location be assigned to the encounter record?				
Does your software support referral records to track the referral of an inmate to another healthcare provider or organization for care?				
Can a dictionary of referral types be created for the rapid entry of a new referral?				
Does the referral record track both the 'referred To' and the 'referred by' healthcare provider?				
Does your software support the creation of requisition records to track the request of a provider for services to be performed by another staff member?				
Can requisitions be entered that automatically send lab orders to in-house or outside laboratory vendors?				
Can a dictionary of requisition types be created for the rapid entry of a new requisition?				
Does the requisition record track the ordering provider?				
Does the requisition track the completion date and time?				

<b><i>EMR Software Capabilities Clinical Capabilities</i></b>	<b><i>YES</i></b>	<b><i>Within 1 Year</i></b>	<b><i>Never</i></b>	<b><i>Comments</i></b>
Can ad-hoc reports be run on any requisition fields to track such things as all pending requisitions, all requisitions of a specific type, all requisitions for a given inmate classification, etc.?				
Does your system support the creation of treatment protocols for disease management?				

<b><i>EMR Software Capabilities Patient / Insurance Billing</i></b>	<b><i>YES</i></b>	<b><i>Within 1 Year</i></b>	<b><i>Never</i></b>	<b><i>Comments</i></b>
Does your software support patient billing?				
Does your software generate invoices and patient statements?				
Can invoices or patient statements be mailed to the patient's family or guarantor?				
Can payments be recorded in your software?				
Does your system support line item payment posting?				
Does your software support insurance billing?				
Can your software print standard insurance claim forms such as the CMS-1500 & UB-04?				
Can your software file insurance claims electronically?				
Does your software adhere to all HIPAA file formats for the submission of electronic claims?				
Does your software support the automatic posting of electronic remittance payments?				
Does your software adhere to all HIPAA file formats for the posting of electronic claims?				
Does your software support the assignment of primary, secondary, tertiary, and other insurance companies to inmates?				
Does your software support the ability to enter adjustments or write-downs to specific line-item charges?				
Does your software support fee schedules to ensure that all charges are billed to the patient or insurance company at the proper rate?				
Does your software support contract schedules to ensure that all payments received on behalf of the patient are the proper amount?				
Can the layout of patient statements be customized?				

<b>EMR Software Capabilities Patient / Insurance Billing</b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Does your software support the ability to use Microsoft Word's mail merge capabilities to generate patient statements?				
Does your software have the ability to submit insurance claims to financial clearinghouses such as Gateway EDI, Zirmed, or WebMD?				
Does your system retain a copy of every printed claim, every electronic claim, and every electronic remittance file?				

<b>EMR Software Capabilities Scheduling</b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Does your software include scheduling capabilities for the creation of inmate appointments with healthcare providers?				
Does your scheduler include the ability to schedule both providers and equipment?				
Does your scheduler support multiple providers at multiple locations?				
Does your scheduler support customizable appointment reason code lists?				
Can appointment schedules be viewed in both a grid format and a list format?				
Does your scheduler have the ability to find the next available appointment for a specific provider and/or reason and/or location?				
Does your scheduler support an unlimited number of scheduling templates for each provider such as a Monday schedule, a Tuesday schedule, etc.				
If a provider's schedule changes, can your software automatically reassign multiple appointments to a different date/time as one operation?				
Does your appointment scheduler provide the ability to track inmate flow within the medical facility such that the location (exam room, waiting room, etc.) of any inmate can be determined at any time?				
Does your appointment scheduler track the amount of time that an inmate spent in any one location within the medical facility?				
Can a 'no-show' of an inmate be documented within the appointment scheduler?				
Can comments be entered on appointments?				

<b>EMR Software Capabilities Scheduling</b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
In addition to the appointment reason, can the chief complaint for an encounter be entered on the appointment to be automatically copied to the encounter?				

<b>EMR Software Capabilities Inventory</b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Does your software include inventory capabilities?				
Are the inventory routines fully integrated within the EMR system?				
Can inventory items be directly tied to medication orders / prescriptions such that the creation and/or dispensing of a medication automatically reduces the inventory level for that item?				
Can inventory items be directly tied to procedure codes such that the assignment of a procedure code to an encounter automatically reduces the inventory level for that item?				
Are inventory level re-order points supported?				
Are inventory level minimum and maximum quantities supported?				
Can vendor quantity/cost breakdowns be maintained?				
Can purchase orders be created for inventory items of a given vendor?				
Are vendor item codes assignable to inventory items?				
Can ad-hoc and system reports be created to track all aspects of inventory management?				
If a discrepancy is found between your system's count of inventory items and an actual physical count, can that discrepancy be noted and the amount in your system adjusted accordingly?				

<b>EMR Software Capabilities Customization</b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Does your system offer the ability for authorized users to customize provider dictation templates?				
Does your system offer the ability for authorized users to customize medication lists?				
Does your system offer the ability for authorized users to customize order definitions?				
Does your system offer the ability for authorized users to customize appointment reasons?				

<b>EMR Software Capabilities Customization</b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Does your system offer the ability for authorized users to customize procedure and diagnosis descriptions?				
Does your system offer the ability for authorized users to customize inmate classifications?				
Does your system offer the ability for authorized users to customize a dictionary list of allergies?				
Does your system offer the ability for authorized users to customize categories of document management file types and descriptions?				
Does your software support the customization of new types of user definable fields and records, for example new intake screening records, facility property records, alcohol abuse records, drug use records, visitor log records, incident report records, etc. without ANY assistance or programming modifications by you the vendor whatsoever?				
If your software supports user definable fields and records, can those user defined records be fully integrated into the EMR (system such that they appear to be seamless to the end user)?				
If your software supports user definable fields and records, can ad-hoc reports be created to query on those records?				
If your software supports user definable fields and records, can data entry screens be customized using an integrated screen design tool?				
Can the user definable fields include field types such as text, multi-line, date, numeric, monetary and other standard field types?				
Can the user definable fields include computed fields that take values from other user definable fields (and/or system fields in the EMR) and compute new values from existing fields?				
Can the definitions of user definable records and fields be exported from one correctional database to another correctional database for standardization across multiple correctional facilities?				
Does the vendor offer customization services as well as training for the correctional facility in how-to-do customization of your system?				

<b><i>EMR Software Capabilities Customization</i></b>	<b><i>YES</i></b>	<b><i>Within 1 Year</i></b>	<b><i>Never</i></b>	<b><i>Comments</i></b>
Can user definable fields and records be combined with system fields such as inmate demographics, etc. on ad-hoc and system reports?				

<b><i>EMR Software Capabilities Reporting</i></b>	<b><i>YES</i></b>	<b><i>Within 1 Year</i></b>	<b><i>Never</i></b>	<b><i>Comments</i></b>
Does the EMR software include a fully-integrated reports writer?				
Was the integrated report writer designed and developed by your company? (In other words the report writer was not purchased from another company and is not an add-on report writer such as Crystal Reports.)				
Can reports be run for one inmate, some inmates, or all inmates?				
Can reports be run for current inmates and inmates no longer housed in the correctional facility?				
Is every field of importance stored in the EMR system a reportable field?				
Can report designs be created and stored for later use?				
Can time-frame reports be saved in such a way that they always run for given time frames (such as the current day, the previous month, etc.) without having to re-enter a start and stop date?				
Can reports be run at any time?				
Can ad-hoc reports be created and run on-the-fly without the need to save a report definition?				
Can report definitions be saved and scheduled to run at specific times and regular intervals?				
Can report output be saved within the EMR system for viewing at a later time?				
Can users `drill-down' on reports to the underlying records represented by the report output?				
Can information on reports be exported to text files?				
Can information on reports be printed?				
Can numeric information on reports be graphed with an integrated graphing component?				
Can information on reports be exported to Microsoft Excel?				

<b><i>EMR Software Capabilities Reporting</i></b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Can information on reports be exported to Microsoft Word?				
Can report definitions be exported to other correctional databases for standards across multiple correctional facilities?				
Can management-by-exception reports be created by filtering report output on specific field values such as lab values greater or less than certain values, systolic or diastolic blood pressure values that are too high or too low, medication orders that are past a target date, inmate requests that have not been honored that are several days past due, etc.?				
Can summary reports be created that hide detail but display such things as how many inmates with a specific condition are in the correctional facility, the amount of work performed by a specific nursing department, the number of medication orders of specific drug type prescribed by a specific doctor, etc.?				
Can output on reports be color-coded based on specific criteria to highlight items of interest?				
Can report creation and execution be restricted by department and security clearance?				
Can reports be categorized by user created categories?				

<b><i>EMR Software Capabilities Microsoft Office</i></b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Does your software integrate with Microsoft Office components?				
Does your software integrate with Microsoft Word to allow authorized users to do such things as perform mail merge functions, create patient consent forms, create inmate request forms, create patient education materials, etc.?				
Is virtually every field in your EMR system available for auto-insertion into a Microsoft Word document?				
Can complex template document files and EMR field relationships be set-up by authorized users so that other users can quickly perform the automatic creation of Word documents containing EMR data with a minimum of effort and thinking?				

<b>EMR Software Capabilities Microsoft Office</b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
If your EMR system supports user definable fields and records, can data from those user definable records be auto-inserted into Word documents?				
Does your system store in the inmate's chart every Word document created on behalf of that inmate?				
Does your software integrate with Microsoft Excel so that authorized users may export report output into Excel spreadsheets?				
Can complex 'template' spreadsheets be pre-created so that after report output is imported into the spreadsheet, totals, graphs, etc. can be automatically computed and created based on the data exported from the EMR system?				
Does your software integrate with Microsoft Outlook?				
If your software integrates with Microsoft Outlook, can emails be sent from within your EMR system?				
If your software integrates with Microsoft Outlook, can multiple emails be sent based on report output data?				

<b>EMR Software Capabilities Communication With Other Correctional Facilities</b>	<b>YES</b>	<b>Within 1 Year</b>	<b>Never</b>	<b>Comments</b>
Does your software have the ability to share inmate information electronically with other correctional facilities?				
Can your software 'export' all inmate medical information for one inmate into a commonly recognized file format such as HTML, RTC, or DOC for viewing on another computer that does not have your EMR software installed?				
Can your software export all inmate medical information for one inmate, that can then be imported into another installation of your software to ensure continuity of care for that inmate?				
Can your software electronically receive inmate information from other correctional facilities?				

### Implementation Method/Services:

**An ideal implementation plan is detailed below. Describe in detail how Offeror will provide the services described or recommend an alternate implementation plan that best fits your EMR.**

The EMR vendor must, upon our request, provide onsite, job-specific, interactive training to our medical staff. The vendor is responsible for supplying and setting up the onsite training equipment, provided that we, the facility, provide the onsite training space. The EMR vendor will provide an introductory video and online pre-coursework training to medical staff to ensure comprehension of the software prior to onsite training.

The EMR vendor will work with our project team to ensure the software is being customized to our recommendations and requirements. These quality assurance meetings will occur via online meetings and thoroughly cover our facility specific information to ensure accuracy. Prior to our go live, the EMR vendor will work with our project team to ensure the correct information is being populated in our interfaces and other facility specific reports.

EMR vendor will provide trainers and other resources during our initial go live to assist medical staff with our transition to EMR.

EMR training and support staff must know medical terminology, correction-specific procedures such as H&P and intake screening. EMR staff must also be up to date with requirements for certifications of correctional health practitioners and NCCHC/ACA guidelines.

EMR vendor must provide a dedicated project manager that is our focal point of contact throughout the entire implementation and will guide and direct our staff through the steps of the implementation process. As part of the project plan, the project manager and the project lead trainer will perform a facility assessment in which information will be shared and gathered by the project manager with our project team. The EMR vendor will provide a project plan with milestones and guidelines that we will collectively and interactively discuss and complete on a weekly basis.

The EMR vendor will also provide a lead trainer who works hand in hand with the project manager and our project team to ensure all goals are met and issues are addressed. The lead trainer will also be the facility expert, if requested, during training and onsite go live.

The EMR vendor will work with our project team to provide a weekly conference call to discuss any outstanding issues from the go live and/or any other problems medical staff is having using the software. EMR vendor will provide an onsite visit to our facility 3-6

months after the go live to address outstanding issues and consult staff on more effective uses of the software.

**For each item below, place a mark in the column that best describes your products available functionality. If currently available, place a mark in the YES column. If currently available with restrictions/contingencies or if the functionality will be available in future releases, place a mark in the Qualified YES column and explain in the Comments column. If the functionality is not available and there are no plans to make it available in future versions of the software, place a mark in the NO column.**

<i><b>EMR Vendor Commitments Transition to EMR - Training</b></i>	<i><b>YES</b></i>	<i><b>Qualified YES</b></i>	<i><b>NO</b></i>	<i><b>Comments</b></i>
Does the vendor offer on-site training at our facility?				
Can the vendor bring a computer network (servers, workstations, printers, scanners, etc.) to our site for initial training?				
Does the vendor offer a training database in addition to the production database?				
Prior to the initial training, will the vendor perform an on-site "walk-through" and interview key staff?				
Will the vendor customize the training to meet the specific needs of our correctional facility?				
Will the vendor train staff during off-shift hours?				
Will the vendor supply training on weekends or for two or more consecutive weeks if needed?				
Does the vendor offer a "train-the-trainer" model?				
Does the vendor train correctional officers as well as the medical staff?				
Does the vendor offer internet-based training?				
Is the vendor's preferred method of training on-site based training?				
Will the vendor train every medical staff member if asked to do so?				
Does the vendor offer both classroom and individualized training?				
Does the vendor offer specialized training for physicians, dentists, and medical health specialists?				
Will the vendor train outside specialists such as part-time physicians who may only work a limited number of hours a week or month?				

<b>EMR Vendor Commitments Transition to EMR - Training</b>	<b>YES</b>	<b>Qualified YES</b>	<b>NO</b>	<b>Comments</b>
Does the vendor offer training at their local facility (as opposed to training at our facility)?				
Is the vendor's training staff employed by the vendor? (In other words, the vendor does not out-source its training.)				
Does the vendor offer training in customization routines so that our staff can perform the customization as opposed to the vendor's staff?				

<b>EMR Vendor Commitments Transition to EMR — Implementation</b>	<b>YES</b>	<b>Qualified YES</b>	<b>NO</b>	<b>Comments</b>
Does the vendor supply staff on-site during the implementation phase of the EMR software?				
Will the vendor staff assist during off-shift hours during the implementation phase?				
Will the vendor staff remain on-site during weekends and for two or more consecutive weeks if needed?				
Will the vendor coordinate integration of the EMR software with vendors of the offender management software, the lab software, the network/hardware staff and any other third party vendors?				
If modifications are needed to the EMR software during the implementation phase, will the vendor install new versions during this phase?				
Prior to the implementation phase, will the vendor customize the database to accommodate our unique information needs such as intake forms, consent forms, request forms, etc.?				
Prior to the implementation phase, will the vendor customize the database to accommodate our unique medication and formulary needs?				
Prior to the implementation phase, will the vendor assist our staff in scanning in old-medical records by setting up scanners and scanning policies?				
Prior to the implementation phase, will the vendor customize the database to accommodate the dictation/documentation needs of healthcare provider's and their staff?				

<b>EMR Vendor Commitments Follow Up Training &amp; Customization</b>	<b>YES</b>	<b>Qualified YES</b>	<b>NO</b>	<b>Comments</b>
Does the vendor offer follow-up training after the implementation phase of the EMR software?				
Will the vendor perform follow-up training on-site at our facility?				
Will the vendor perform follow-up training for as few as one or two individuals?				
Does the vendor offer internet-based follow-up training?				
Does the vendor offer follow-up training at their facilities?				
Does the vendor offer customization services after the implementation phase?				
Does the vendor offer follow-up training in customization routines so that our staff can perform the customization as opposed to the vendor's staff?				

**Technical Support:**

The EMR vendor must supply 24-hour technical support to assist all medical staff. The EMR vendor must supply the facility with updates on open and closed support cases and provide solutions with prompt response times.

Describe in detail service and maintenance agreements. Include a copy of a typical Maintenance Agreement with this proposal if not included in the main Software Contract.

**For each item below, place a mark in the column that best describes your products available functionality. If currently available, place a mark in the YES column. If currently available with restrictions/contingencies or if the functionality will be available in future releases, place a mark in the Qualified YES column and explain in the Comments column. If the functionality is not available and there are no plans to make it available in future versions of the software, place a mark in the NO column.**

<b>EMR Vendor Commitments On-Going Support</b>	<b>YES</b>	<b>Qualified YES</b>	<b>NO</b>	<b>Comments</b>
Does the vendor offer 24/7 (24 hours per day, 7 days per week) telephone support?				
Does the vendor have the capability to remotely 'view' our EMR data?				
Is the vendor's support staff employed by the vendor? (In other words the vendor does not contract out its support services.)				

<b><i>EMR Vendor Commitments On-Going Support</i></b>	<b>YES</b>	<b>Qualified YES</b>	<b>NO</b>	<b>Comments</b>
If there are problems between the EMR software and other third party software (e.g. offender management), will the vendor coordinate the resolution of that problem?				

<b><i>EMR Vendor Commitments Version Upgrades</i></b>	<b>YES</b>	<b>Qualified YES</b>	<b>NO</b>	<b>Comments</b>
Does the vendor offer software version upgrades as part of the on-going maintenance fee?				
Does the vendor include all enhancements to the EMR software in the version upgrades?				
Does the vendor include all problem fixes/patches to the EMR software in the version upgrades?				
Does the vendor provide version upgrades on a regular basis?				
Does the vendor provider version upgrades on an as-needed basis?				
Can the vendor install version upgrades remotely?				
Can the vendor coordinate installation of version upgrades with the network/hardware vendor or staff?				
Can our staff make recommendations for enhancements to the EMR software?				

PRICING

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Complete the fields below as a quick synopsis of your pricing model. Include an official price proposal on company letterhead with your response.

Electronic Medical Records System Software \$ \_\_\_\_\_

Installation,  
Implementation and Training \$ \_\_\_\_\_

Interface Fees \$ \_\_\_\_\_

Monthly service and support fee \$ \_\_\_\_\_

State any additional fees not listed above: \_\_\_\_\_

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The undersigned by his/her signature represents that he/she is authorized to bind the Offeror to fully comply with the terms and conditions of the attached Request for Proposal, Specifications, and Special Provisions for the amount(s) shown on the accompanying proposal sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

*NAME & ADDRESS OF OFFEROR ALL UNSIGNED RESPONSES WILL BE DISQUALIFIED*

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PHONE NO.

\_\_\_\_\_  
FAX NO.

## CONDITIONS AND INSTRUCTIONS

1. Submittal of Proposal

All proposals must be submitted on and in accordance with this form. If more space is required to furnish a description of the program, coverages, and/or service proposal, the proposer must attach additional information hereto which will be made a part of the proposal. All proposals must be submitted in a sealed envelope plainly marked using RFP number and the due date and time.

2. Timeline for Submittal of Proposal:

Proposals, if received by Rappahannock Regional Jail after the date and time specified for submittal receipt, will not be considered. It will be the responsibility of the proposer to see that his proposal is in this office by the specified time and date. There will be no exceptions. Date of postmark will not be considered. Telephone, fax, and verbal offers will not be accepted.

3. Collusion:

The proposer certifies by signing this proposal that this proposal is made without prior understanding, agreement or accord with any other person submitting a proposal for the same product or service and this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person engaged in the same line of business or commerce. Any false statement hereunder constitutes a felony and can result in a fine and imprisonment as well as civil damages.

4. Assignment of Contract:

A contract shall not be assignable by the proposer in whole or in part without the written consent of Rappahannock Regional Jail.

5. Availability of Funds:

A contract shall be deemed executory only to the extent of appropriations available for the purchase of such articles or services. Extended obligations on those contracts which envision extended funding through successive fiscal periods shall be contingent upon actual appropriations for the following years.

6. Indemnification:

The proposer agrees to hold Rappahannock Regional, its officers, employees, and agents harmless from any liability arising out of the resulting contract to the extent caused by the proposer.

7. Required Signature:

All proposals must be signed with the firm name and by an authorized officer or employee. Obligations assumed by the such signature must be fulfilled.

8. Declination of Quote:

If you do not wish to provide a proposal, please return the previous RFP form and state reason. Otherwise, your name may be removed from our mailing list

9. Reassignment of Contract:

In the event of default by the proposer, we reserve the right to procure the commodities and/or service from other sources, and hold the proposer liable for any excess cost occasioned thereby. If, however, public necessity requires use of commodities and/or service not conforming to the specifications they may be accepted and payment therefore shall be made at a proper reduction in price.

10. Applicable Law and Courts:

Any purchase order/contract resulting from this solicitation shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the Circuit Court of the County of Stafford, Virginia. The proposer shall comply with applicable federal, state and local laws and regulations.

11. Laws and Regulations:

All applicable state laws, municipal ordinance, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as through herein written out in full.

12. Conditions of Work:

Proposers shall inform themselves fully of the conditions relating to the project and the employment of personnel therein. Failure to do so will not relieve a successful proposer of the obligation to furnish all equipment and personnel necessary to carry out the provisions of this agreement.

13. Proposal Binding for One Hundred Twenty (120) Days:

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of one hundred and twenty (120) calendar days after the schedule & closing time for the Request for Proposal.

14. Proprietary Information:

Proposers are advised that Chapter 7 of Title 11 (specifically Section 2.2-4342) of the Code of Virginia—i.e., the Virginia Public Procurement Act—shall govern

public inspection of all records submitted by the proposer. Furthermore, proposer shall submit proprietary information under separate cover, such information which the Rappahannock Regional Jail reserves the right to submit to the Rappahannock Regional Jail Attorney for concurrence of the proposer's claim that it is in fact proprietary. References may be made within the body of the proposal to proprietary information; however all information contained within the body of the proposal not under separate cover and labeled proprietary shall be Public Information in accordance with State statues.

15. Cost of Proposal:

Rappahannock Regional Jail shall not be responsible for any expense incurred by the firm in preparing and submitting a proposal. All proposals submitted shall become the property of Rappahannock Regional Jail. All submissions are final and may not be withdrawn.

16. Fees:

All quotes must include all applicable fees if award of business is granted. No additional fees may be assessed.

17. References:

References will be required of finalists

18. Network:

Define the network(s) you are proposing. As well as provide a list of hospitals that you do NOT have under HMO contract within the Fredericksburg, Richmond, Charlottesville, Culpeper and Fairfax VA service area.

## **GENERAL CONTRACT TERMS AND CONDITIONS:**

### **1. Proposal Addendums:**

A person authorized to bind the contractor and returned prior to the date established for receipt of proposals or included with the proposal submitted must sign all addendums issued by the Rappahannock Regional Jail. By doing so, vendor acknowledges receipt of the addendum and assures full compliance with the addendum. The addendum becomes a part of the proposal package and supersedes original scope of services that are changed by the addendum

### **2. Proposal Documents:**

These terms and conditions shall also become part of the contract documents and shall be binding upon the Offeror to whom award is made.

### **3. Cancellation of Proposals:**

The Rappahannock Regional Jail reserves the right to cancel the Request for Proposal, and to reject any or all proposals in whole or in part whenever the Purchasing Agent or designee determines that such action is in the best interest of the Rappahannock Regional Jail. The reasons for cancellation or rejection shall be made part of the contract file. The Rappahannock Regional Jail may also waive any minor informalities or irregularities in any proposal where such action serves the Rappahannock Regional Jail's best interest.

### **4. Collusion:**

By submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

### **5. Conditions of Proposal:**

- a. Each Offeror is responsible for informing himself fully of the conditions relating to the project. Failure to do so will not relieve a successful Offeror of his obligation to perform as per the provisions of the contract.
- b. After proposal opening, all proposals submitted and not withdrawn pursuant to paragraph c shall be binding and may not be withdrawn for a period of 180 calendar days.
- c. The procedure for Proposal withdrawal shall be stated as follows: The Offeror shall submit to the Purchasing Agent his original work papers, documents, and materials used in the preparation of the proposal within two (2) days after the date fixed for opening of proposals. The work papers shall be delivered by the Offeror in person or by registered mail. Such mistake shall be proven only from the original work papers, documents, and materials delivered as required herein.

### **6. Contractual Disputes:**

Contractual claims, whether for money or other relief, shall be submitted by the contractor in writing no later than sixty days after final payment; however, written notice of the contractor's intention to file such claim shall have been given at the time of the occurrence or beginning of the work upon which the claim is based. The County shall consider the claim, and shall make a written determination as to

the claim within forty-five days after receipt of the claim. Such decision shall be final and conclusive unless the contractor appeals within six months of the date of the final decision by instituting legal action as provided in the Virginia Public Procurement Act.

**7. Contract Extensions:**

The Rappahannock Regional Jail reserves the right to offer contract extensions to successful Offerors with no increase in price or with pricing as specified within the proposal package.

**8. Controlling Law; Venue:**

This contract is made, entered into, and shall be performed in the County of Stafford, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract resulting from this R F P, its interpretations, or its performance shall be litigated only in the Stafford County General District Court or the Stafford County Circuit Court.

**9. Default:**

1. If the Successful Offeror is wholly responsible for failure to make delivery or complete implementation and installation, or if the system fails in any way to perform as specified herein, the RRJ may consider the Successful Offeror to be in default. In the event of default, the RRJ will provide the Successful Offeror with written notice of default, and the Successful Offeror will be provided twenty (20) calendar days to provide a plan to correct said default.
2. If the Successful Offeror fails to cure said default within twenty (20) days, the RRJ, among other actions, may complete the system through a third party, and the Successful Offeror shall be responsible for any amount in excess of the agreement price incurred by the RRJ in completing the system to a capability equal to that specified in the contract.

**10. Drug-Free Workplace to be Maintained by the Contractor (Code of Virginia, Section 2.2-4312):**

1. During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
2. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

**11. Employment of Illegal Aliens:**

The contractor does not, and shall not during the performance of this contract; knowingly employ an Unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986.

**12. Ethics:**

By submitting their signed proposals, all Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**13. Federal Identification Number:**

The contractor's federal identification number (or social security number if an individual) is \_\_\_\_\_

**14. Indemnification:**

Under this contract, the successful Offeror agrees to indemnify, defend and hold harmless the Rappahannock Regional Jail, its officers, agents and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys' fees, arising from or caused by the provision of any services, or the use of any services or materials furnished (or made available) by the successful Offeror, provided that such liability is not attributable to the Jail's sole negligence. The Contractor shall notify the Rappahannock Regional Jail of any suit, claim, demand, loss or action made or filed against the Contractor immediately upon the Contractor's receipt or learning of it.

The owner will not agree to any limitation of damages, waiver of incidental or consequential damages, or indemnification clauses in the contract resulting from this procurement. By submitting a proposal, the proposer agrees not to request such clauses in the resulting contract.

**15. Laws and Regulations:**

All applicable state laws and Rappahannock Regional Jail rules and regulations of the authority having jurisdiction over the project/contract shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though written out in full herein.

**16. Minority and Women-Owned Businesses:**

The RRJ welcomes and encourages the participation of small businesses and businesses owned by women and minorities in procurement transactions made by the Jail. The Rappahannock Regional Jail actively solicits both small business, women-owned and minority (SW/M) businesses to respond to all Invitations for Bids and Requests for Proposals. All solicitations are posted on the Jail's Internet [www.rj.state.va.us](http://www.rj.state.va.us)

**17. No Discrimination against Faith-Based Organizations:**

Rappahannock Regional Jail does not discriminate against faith-based organizations as that term is defined in Virginia Code Section 2.2. .4343.1.

**18. Non-Appropriation:**

Contracts are made subject to the appropriation of funds by the Board of Directors of the Rappahannock Regional Jail Authority and are null and void in the event of non-appropriation. Non-appropriation shall be deemed a cancellation and shall terminate this contract without recourse and with no liability on the part of the Rappahannock Regional Jail.

## **19. Nondiscrimination:**

1. During the performance of this contract, the contractor agrees as follows (Code of Virginia, Section 2.2-4311):
  - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.  
  
Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of his section.
2. The contractor will include the provisions of the foregoing paragraphs a, b, and c in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

## **20. Non-Waiver:**

The failure of Contractor or the Rappahannock Regional Jail to exercise any right, power or option arising under this contract, or to insist upon strict compliance with the terms of this contract, shall not constitute a waiver of the terms and conditions of this contract with respect to any other or subsequent breach thereof, nor a waiver by Contractor or the Rappahannock Regional Jail of their rights at any time thereafter to require exact and strict compliance with all the terms hereof.

## **21. Ownership of Deliverable and Related Products:**

1. The selected Offeror shall be expressly prohibited by the terms of any contract resulting from this procurement from receiving additional payments or profit from the items referred to in this paragraph, other than, that which is provided for in the general terms and conditions of said contract.
2. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches in the best interest of the Jail.

## **22. Payment of Subcontractors:**

The contractor agrees to take one of the two following actions within seven days after receipt of amounts paid to the contractor under this contract for work performed by a subcontractor under this contract:

- a. Pay the subcontractor for the proportionate share of the total payment received by the contractor attributable to the work performed by the subcontractor under this contract, or
- b. Notify the County and the subcontractor, in writing, of the contractor's intention to withhold all or part of the subcontractor's payment with the reason for nonpayment. The contractor shall pay interest to the subcontractor on all amounts owed by the contractor that remain unpaid after seven days following receipt by the contractor of payment for work performed by the subcontractor under this contract, except for amounts withheld as allowed in (b) above. Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month. The interest charge

shall not be deemed an obligation of the County, and a cost reimbursement claim may not include any amount for reimbursement for such interest charge.

The contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tiered subcontractor.

**23. Questions:**

- a. Any questions about items shall be submitted to the Purchasing Agent or designee not less than (5) five days prior to the bid opening by e-mail, telephone or in writing.
- b. Necessary replies will be sent to all proposers of record as an addendum, which becomes part of the Request for Proposal package.
- c. Oral instructions do not form a part of the Request for Proposals.

**24. Record Retention/Audits:**

1. The Successful Offeror shall retain, during the performance of the contract and for a period of three years from the completion of the contract, all records pertaining to the Successful Offerors proposal and any contract awarded pursuant to this Request for Proposals. Such records shall include but not be limited to all paid vouchers including those out-of-pocket expenses; other reimbursement supported by invoices, including Offeror copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the Rappahannock Regional Jail on demand and without advance notice during the Successful Offeror's normal working hours.
2. Jail personnel may perform in-progress and post-audits of Offerors records as a result of a contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.

**25. Rejection of Proposals:**

The Rappahannock Regional Jail may reject a proposal if:

- a. The Offeror misstates or conceals any material fact in the proposal, or if,
- b. The proposal does not strictly conform to the law or the requirements of the proposal, or if,
- c. The proposal documents are in any respect incomplete or unsigned, or if,

The proposal is conditional, except that the Offeror may qualify his/her proposal for acceptance by the Rappahannock Regional Jail on an "All or None" basis or a "low item" basis. An "All or None" basis proposal must include all items upon which proposals are invited.

**26. Severability:**

Any written contract resulting from this RFP shall contain a severability clause, which provides that each paragraph and provision of the contract will be severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

**27. Taxes:**

1. The Offeror shall pay all county, city, state and federal taxes required by law enacted at the time proposals are received and resulting from the work or traceable thereto, under whatever name levied.

Said taxes shall not be in addition to the contract price between the Jail and the Offeror, as the taxes shall be an obligation of the Offeror and not of the Jail, and the Offeror shall hold the Jail harmless for same.

2. The Rappahannock Regional Jail is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.

## **28. Termination of Contract:**

1. The Rappahannock Regional Jail reserves the right to terminate the contract/purchase order immediately in the event that the Successful Offeror discontinues or abandons operations; if adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
2. Failure of the Successful Offeror to comply with any section or part of this contract/purchase order will be considered grounds for immediate termination of the contract/purchase order by the Rappahannock Regional Jail.
3. Notwithstanding anything to the contrary contained in the contract/purchase order between the Jail and the Successful Offeror, the Jail may, without prejudice to any other rights it may have, terminate the contract/purchase order for convenience and without cause, prior to June 30 of any of the 3 years of the contract with 90 days written notice to the Offeror.
4. If the termination clause is used by the Jail, the Offeror will be paid by the Jail for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date set in the written termination notice.

## **29. Use of Contract by Other Political Jurisdictions:**

The Offeror is advised that the resultant contract may be extended with the authorization of the Offeror, and subject to receipt of necessary approvals to other public bodies of the Commonwealth of Virginia to permit their ordering of supplies at the prices and terms of the resultant contract. If either of such localities decides to use the resultant contract, the Offeror must deal directly with such locality concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. The Rappahannock Regional Jail acts only as the Contracting Agent for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of a proposal. It is the awarded Offeror's responsibility to notify the jurisdictions and political subdivisions of the availability of the contract(s).

Each locality has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination, etc. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that locality. The Rappahannock Regional Jail shall **not** be held liable for any costs or damages incurred by another jurisdiction as result of any award extended to that jurisdiction or political subdivision by the awardee.

## **30. AUTHORIZATION TO TRANSACT BUSINESS IN VIRGINIA:**

If the Contractor is organized as a stock or non stock corporation, limited liability company, business trust, or limited partnership or is registered as a registered limited liability partnership, the Contractor agrees that during the performance of the contract it is authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.

## **31. VIRGINIA FREEDOM OF INFORMATION ACT:**

All proceedings, records, contracts and other public records relating to procurement transactions shall be open to the inspection of any citizen, or any interested person, firm or corporation, in accordance with the Virginia Freedom of Information Act except as provided below:

- a. Cost estimates relating to a proposed procurement transaction prepared by or for a public body shall not be open to public inspection.
- b. Any competitive sealed bidding bidder, upon request, shall be afforded the opportunity to inspect bid records within a reasonable time after the opening of bids but prior to award, except in the event that the Owner decides not to accept any of the bids and to reopen the contract. Otherwise, bid records shall be open to public inspection only after award of the contract. Any competitive negotiation offeror, upon request, shall be afforded the opportunity to inspect proposal records within a reasonable time after the evaluation and negotiations of proposals are completed but prior to award except in the event that the Owner decides not to accept any of the proposals and to reopen the contract. Otherwise, proposal records shall be open to the public inspection only after award of the contract except as provided in paragraph "c" below. Any inspection of procurement transaction records under this section shall be subject to reasonable restrictions to ensure the security and integrity of the records.
- c. Trade secrets or proprietary information submitted by a bidder, offeror or contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the bidder, offeror or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary.
- d. Nothing contained in this section shall be construed to require the Owner, when procuring by "competitive negotiation" (Request for Proposal), to furnish a statement of reasons why a particular proposal was not deemed to be the most advantageous to the Owner.

### **32. Payment Terms :**

The Rappahannock Regional Jail generally pays within 45 days of receipt of invoice (net 45).

**ATTACHMENT A  
RAPPAHANNOCK REGIONAL Jail  
INSURANCE SPECIFICATIONS**

The Offeror(s) shall carry Public Liability Insurance in the amount specified below, including contractual liability assumed by the contractor, and shall deliver Certificate of Insurance from carriers acceptable to the owner specifying such limits. The Certificate shall show the Rappahannock Regional Jail named as an additional insured for the Commercial General Liability and Umbrella Liability coverage. A carrier(s) rated "Excellent" by A.M. Bests shall provide the coverage. In addition, the insurer shall agree to give the Jail 30 days notice of its decision to cancel coverage.

*Workers' Compensation*

Statutory Virginia Limits	
Employers' Liability Insurance	\$100,000 for each Accident by employee \$100,000 for each Disease by employee \$500,000 policy limit by Disease

*Commercial General Liability*

Combined Single Limit	\$1,000,000 each occurrence including contractual liability for specified agreement \$2,000,000 General Liability
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*Products/Completed Operations:* Coverage must include Broad Form property damage and (XCU) Explosion, Collapse and Underground Coverage

	\$1,000,000 Personal and Advertising Injury \$100,000 Fire Damage Legal Liability
--	--

*Comprehensive Automobile Liability:* Including owned, non-owned and hired car coverage

	Combined Single Limit - \$1,000,000 each accident
--	---

<i>Excess Liability</i>	\$1,000,000 per occurrence
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NOTE 1: Contractual Liability covers the following indemnity agreement:

“The Offeror(s) shall indemnify and hold harmless the owner against and from all liability, claims, damages and costs, including attorney’s fees of every kind and nature and attributable to bodily injury, sickness, disease or death or to damage or destruction of property resulting from or in any manner arising out of or in connection with the project and the performance of the work under the contract.”

NOTE 2: To satisfy the requirements above, the classification code numbers appearing on the Comprehensive General Liability coverage parts shall not exclude the symbols “X-C-U”.

NOTE 3: The intent of this insurance specification is to provide the coverage required and the limits expected for each type of coverage. With regard to the Automobile Liability and Comprehensive General Liability, the total amount of coverage can be accomplished through any combination of primary and excess umbrella insurance and self-insured reserves. The Offeror(s) shall submit evidence of self-insurance to the Owner for its review and approval in addition to the required certificate of insurance. Such evidence shall consist of, at minimum, current financial statements, which clearly indicate the reserves, committed to the Offeror(s) self-insurance program. The Offeror(s) shall for the duration of the project maintain the self-insurance reserves at a level not less than that which is stated by the Offeror(s) at the time that the Contract is executed. However, the total insurance protection provided for Comprehensive General Liability protection or for Comprehensive Automobile Liability protection, either individually or in combination with the Excess Liability Umbrella, must total \$2,000,000 per occurrence. This insurance shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded the Rappahannock Regional Jail. This policy shall be endorsed to be primary with respect to the additional insured.

**ATTACHMENT B  
PROPOSAL SIGNATURE SHEET**

My signature certifies that the proposal as submitted complies with all Terms and Conditions as set forth in **RFP #2013-EMRS**. My signature also certifies that by submitting a proposal in response to this Request for Proposals, the Offeror(s) represents that in the preparation and submission of this proposal, said Offeror(s) did not, either directly or indirectly, enter into any combination or arrangement with any person, firm or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1 et seq.) or Sections 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

I hereby certify that I am authorized to sign as a Representative for the Firm:

NAME OF OFFEROR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

FED ID NO: \_\_\_\_\_

STATE CORPORATION COMMISSION IDENTIFICATION NUMBER (or a statement as to why such a number is not required). \_\_\_\_\_  
\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

FAX: \_\_\_\_\_

DATE: \_\_\_\_\_

**SUBMIT THIS FORM WITH PROPOSAL**