

**REQUEST FOR PROPOSALS (RFPs)**  
**Implementation of Baldwin County**  
**Juvenile Justice Information System Software Solution**

**The Baldwin County Commission** is seeking proposals from qualified vendors to provide a Juvenile Justice Information System (JJIS) software solution for the Baldwin County Juvenile Detention Center (JDC). The selected provider will be responsible for the delivery of a Juvenile Justice Information System (JJIS) solution inclusive of all software, implementation, integration, configuration, data conversion, training, maintenance, and support services as defined in this Request for Proposals (RFP). It is the intent of the Baldwin County Juvenile Detention Center to award the work defined in this RFP to one provider.

**Submission Procedures, Requirements**

One (1) original and three (3) copies of the proposal must be received by the County prior to **2:00 P.M., (Central Standard Time) on Wednesday, October 21, 2020.** All copies of the proposal must be under sealed cover and plainly marked. **No emailed or faxed proposals will be accepted.** Proposals should be delivered or mailed to:

Wanda Gautney, Purchasing Director  
312 Courthouse Square, Suite 15 (mailing address)  
257 Hand Avenue (physical address)  
Bay Minette, AL 36507  
Phone: (251) 580-2520

**Inquiries and Questions**

Inquiries and questions should be submitted by email only to Wanda Gautney, Purchasing Director, at [wgautney@baldwincountyal.gov](mailto:wgautney@baldwincountyal.gov) no later than **2:00 P.M., Central Standard Time, on Friday, October 9, 2020.**

**Prime Vendor Responsibilities**

Vendor will assume responsibility for delivery of services and application performance, regardless whether or not the Vendor subcontracts any of these items and services. The Vendor will be the sole point of contact regarding contractual matters, including performance of services and the payment of any and all charges resulting from contract obligations. Vendor will be totally responsible for all obligations outlined under this RFP.

**Hold Harmless Provision**

The vendor shall at all times indemnify and save harmless the County and its Departments, their County Commissioners, officers and employees, against all liability, claim of liability, loss, cost or damage, including death, and loss of services, on account of any injury to persons or property, occurring from any cause whatsoever in the work involved in the contract, and will at his expense defend on behalf of the County and its departments, their officers and employees, either or all, any suit brought against them or any of the arising from any such cause.

### **Service Provider Qualifications**

All bidders, to the best of their knowledge and belief, must be in, and remain in compliance with all applicable Federal, Alabama State, County and municipal laws, regulations, resolutions and ordinances. In particular and without limitation, all bidders must be licensed and permitted in accordance with The Code of Alabama Title 10, concerning corporations doing business within Alabama, Title 34, dealing with licensing for businesses, Title 40, concerning licenses and taxation, unless otherwise exempt. All bidders should be prepared to timely submit to the County non-confidential evidence or documentation demonstrating that the fact they are presently licensed and permitted under Alabama law. Such non-confidential evidence or documentation is encouraged to be submitted with the Bid Package.

All vendors, contractors and grantee are required to comply with the Alabama Immigration Law under Sections 31-13-9 (a) and (b) of the Code of Alabama. Forms and documents will be included with award documents. Information and forms can be found on the Baldwin County Commission's Purchasing website under E-Verify at [www.baldwincountyal.gov](http://www.baldwincountyal.gov)

**All vendors must provide proof of proper certification of authority, and any required registration, to transact business in this State, in order to perform work for the Baldwin County Commission. Bidder's Registration Number shall be provided on the Bid Response Form. The phone number for the Alabama Secretary of State is (334) 242-5324, Corporate Division.**

### **Contractors and Subcontractors and Insurance**

The Contractor shall not commence work under this contract until all the required insurance has been obtained. Such insurance has not been approved by the County, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until the insurance required of the Subcontractor has been so obtained and approved.

### **Compensation Insurance**

The Contractor shall procure and shall maintain during the life of this contract Workmen's Compensation Insurance for all of his employees to be engaged in work on the project under his Contract, and, in case of any such work sublet, the Contractor shall require the Subcontractor similarly to provide Workmen's compensation Insurance for all of the latter's employees to be engaged in such work unless such employees are covered by the protection afforded by the Contractor's Workmen's Compensation Insurance. In case a class of employees engaged in hazardous work on the project under this contract is not protected under the Workmen's Compensation Statute, the Contractor shall provide and shall cause each Subcontractor to provide adequate employer's general liability insurance for the protection of such of his employees as are not otherwise protected. The Baldwin County Commission, its Departments and its employees shall be named as additional insured.

### **Contractor's Public Liability and Property Damage Insurance**

The Contractor shall procure and shall maintain during the life of this contract a Comprehensive Liability Policy providing bodily injury and property damage coverage on an occurrence basis including damages arising from blasting explosion or collapse, mechanical equipment digging in streets or highways, and including completed operations, independent contractors and contractual

general liability. Insurance shall be contractual general liability \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 per occurrence bodily injury and property damage; \$5,000 per person medical payments or medical expense; \$500,000.00 personal and advertising injury; \$50,000.00 fire damage (any one firm); \$1,000,000.00. The Baldwin County Commission, its' Departments and its employees shall be named as additional insured.

### **JUVENILE JUSTICE INFORMATION SYSTEM SOFTWARE**

The Baldwin County Juvenile Detention Center (JDC) issues this Request for Proposal (RFP) for a Juvenile Justice Information System (JJIS) software solution to address the needs of juvenile detention center. The selected Proposer will be responsible for delivery of a JJIS solution inclusive of all software licensing, implementation, integration, configuration, data conversion, training, maintenance, and support services.

#### **Proprietary Information**

- A. Submission documents pertaining to this Bid Solicitation become the property of the County and are subject to the Alabama Freedom of Information Act (FOIA).
- B. In accordance with FOIA and to promote maximum competition in the County competitive bidding process, the County may maintain the confidentiality of certain types of information described in FOIA. Such information may include trade secrets defined by FOIA and other information exempted from the Public Records Act pursuant to FOIA.
- C. Contractor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by submitting a redacted copy of the response.
- D. By so redacting any information contained in the response, the Contractor warrants that it has formed a good faith opinion having received such necessary or proper review by counsel and other knowledgeable advisors that the portions redacted meet the requirements of the Rules and Statutes set forth above.
- E. Under no circumstances will pricing information be designated as confidential.
- F. One (1) complete copy of the submission documents from which any proprietary information has been redacted should be submitted on a flash drive in the Technical Proposal Packet. A CD is also acceptable. Do not submit documents via e-mail or fax.
- G. Except for the redacted information, the redacted copy must be identical to the original hard copy, reflecting the same pagination as the original and showing the space from which information was redacted.
- H. The Contractor is responsible for identifying all proprietary information and for ensuring the electronic copy is protected against restoration of redacted data.
- I. The redacted copy shall be open to public inspection under the Alabama Freedom of Information Act (FOIA) without further notice to the Contractor.
- J. If a redacted copy of the submission documents is not provided with Contractor's response packet, a copy of the non-redacted documents, with the exception of financial

data (other than pricing), will be released in response to any request made under the Alabama Freedom of Information Act (FOIA).

- K. If the County deems redacted information to be subject to FOIA, the Contractor will be notified of the County's determination prior to release of the documents.
- L. The County has no liability to a Contractor with respect to the disclosure of Contractor's confidential information ordered by a court of competent jurisdiction pursuant to FOIA or other applicable law.

### **Cost Model/Pricing**

The County is interested in a single, fixed-price enterprise for operation of the proposed system anywhere The Baldwin County Juvenile Detention Center operates.

Cost proposals must include all licenses and fixed support/maintenance costs to cover the first year of development and "go live", plus two (2) additional years of optional renewals. The support/maintenance costs shall begin at the end of the first year following expiration of the warranty period.

Proposer's proposal submission and associated pricing shall include software license(s) to accommodate the estimated number of Users as listed below based on the latest production version. The County prefers not to purchase separate licenses for third-party applications which are embedded into the solution. All licenses that may be required by the solution for third-party software are to be included with the proposed solution and maintained throughout the term of the resultant contract. Licensing must include all licenses required to operate and maintain the test, development/staging, and training environments. All costs are to be included within the proposal response.

If the proposed solution shall include third-party software licenses not embedded into the solution in order to meet the technical and functional specifications of this solicitation, the County reserves the right to leverage software license agreements that may be in place between any proposed third-party software copyright holder. This entitles all parties included as "Users" for this solicitation with the advantage of reducing software acquisition or maintenance costs. ("Users" includes other entities in addition to the County.)

The proposed solution is not required to use a "Per User" license model; however, the proposed solution must accommodate, at a minimum, the hypothetical number of Users listed below. The County prefers an Enterprise License model that does not vary with user counts.

- Required Baldwin County Juvenile Detention licenses: Calculate for an estimated four (4) system users.
- Calculate for an estimated Four (4) concurrent users, if Proposer's licensing model is a concurrent user model.
- There shall be no cost and no limit to the number of inquiry-only users.
- There shall be no cost and no limit to the number of web portal users.

The number of licenses referenced above is hypothetical based on the current environment and subject to change as the proposed solution is deployed. The selected Proposer must agree to

adjust the final license price according to the actual number of users deployed prior to final acceptance by the County.

**Minimum Qualifications**

Vendor must meet the following requirements:

A. The Vendor must have experience with three (3) engagements similar in size, complexity, and scope to this procurement within the last five (5) years. Implementation and maintenance of juvenile justice systems must be the primary focus of each engagement used to meet this requirement. For each referenced project, the Vendor shall provide:

- A description of the work performed;
- The time period of the project or contract;
- The staff months required;
- Project amount; and
- Current contact information for contract managers who can verify experience,

including without limitation:

- i. Current phone number;
- ii. Mailing address;
- iii. Email address;
- iv. Title and organization; and
- v. Printed name.

**Scope of Work**

The following section, in addition to the attached Functional and Non-Functional Requirements, shall be considered the complete scope of work for this RFP. The scope of work includes, without limitation, the functional requirements, non-functional requirements, and implementation services to be addressed in the Vendor’s proposal.

**Functional Requirements**

Contractor’s proposal should include detailed description of how Contractor proposes to meet, not meet, or provide alternative functionality to satisfy ALL the functional requirements listed in attachment for the following:

- A. Admissions
- B. Placement
- C. Records Management
- D. Assessments
- E. Coordination of Treatment Team & Treatment Plan Development

- F. Incident Management
- G. Case Management
- H. Discharge/Release to Community
- I. Federal Program Management
- J. Legal and Compliance
- K. Billing
- L. Contract Monitoring & Quality Assurance
- M. Nutrition
- N. Reporting
- O. Non-Custody Cases (NTC)
- P. After-Care
- Q. Schedule Management

Proposals that fail to meet all requirements marked with an “x” as mandatory will be disqualified without further review.

**Non-Functional Requirements**

Contractor’s proposal should include detailed description of how Contractor proposes to meet, not meet or provide alternative functionality to satisfy ALL of the non-functional requirements listed in attachment for the following:

- A. General
- B. Legal & Compliance
- C. Security
- D. Data Integrity
- E. Data Interfaces & Exchange
- F. Data Conversion
- G. Portal
- H. Operations & Maintenance

Proposals that fail to meet all requirements marked with an “x” as mandatory will be disqualified without further review.

**Implementation Services**

The Vendor must address in their proposal the following implementation services:

- A. Minimum Maintenance Support Services Requirements
  1. The Maintenance Support Agreement shall take effect after the one-year Warranty period, commencing on the 1st day of the 13th month after the date of the Certificate of Acceptance or “Go Live”.
  2. During the term(s) of the Maintenance Agreement, Licensor agrees to provide the County with software maintenance services and technical support covering, at a minimum, the requirements set forth below:
    - a) All software must be of the most recent release and all software upgrades issued by the Licensor must be available to the County at no

additional charge. The software maintenance plan shall include the option of installation of new releases by the selected Proposer.

- b) Corrections of substantial defects in the Software (“Solution”) so that the solution will operate according to specifications to be resolved as Severity Level 1.
- c) Periodic updates of the solution may incorporate:
  - i. Corrections of any substantial defects;
  - ii. Fixes of any minor bugs; and
  - iii. Fixes due to any conflicts with mandatory operating solution security patches, to be resolved as Severity Level 1.
- d) Licensor enhancements made to any solution components that JDC has licensed. Updates to the solution must be provided as determined by legally mandated requests, such as amendments to State or local laws.
- e) Maintenance of other non-production County environments, such as test, development, and staging, shall be included as part of the support provided.
- f) Remote Server Access to any County server providing the application services will require prior approval from the JDC information technology support staff.

**B. Solution Implementation Plan and Testing**

- 1. Prospective Contractors must submit a plan for the design, configuration, testing, and delivery of the solution (the “Implementation Plan”). The Implementation Plan must follow the Project Management Institute (PMI) methodology. DYS and the Contractor shall agree on a final Implementation Plan no later than thirty (30) calendar days after Contract Award. Prospective Contractors shall include implementation costs for the case management system in the Official Bid Price Sheet.
- 2. Implementation costs shall be all-inclusive and include all activities necessary to fully implement the system, which includes “Go Live.”
- 3. The Implementation Plan shall adhere to the following requirements:
  - a) The Implementation Plan shall include initial system configuration and creation of maintenance files required to support the System.
  - b) The Implementation Plan shall include any requirements gathering or workflow mapping.
  - c) The Implementation Plan shall include proposed staffing to provide adequate onsite user support for users during Implementation and for thirty (30) days after the system (or the last component of the system) goes live.

- d) The Implementation Plan shall reflect a rapid time to value implementation approach to accommodate a condensed implementation timeframe.
- e) The Implementation Plan shall address all forms of system testing, which shall include at a minimum:
  - i. Providing support to County resources for the development of test cases.
  - ii. The process by which the Contractor obtains County sign-off for each module or component of the solution upon the successful completion of each test.
  - iii. A plan to address and fix all severity level 1 and 2 deficiencies identified through testing must be submitted within fifteen (15) business days of its identification. This plan includes but is not limited to the development of a Plan of Correction (POC) for each defect or deficiency. The POC shall identify in detail the remedial action to be taken by the Contractor, along with the date(s) when each remedial action is to be implemented. Each POC shall be subject to the review and approval by the Contract Monitor.
  - iv. All critical defects (Severity Level 1 & 2) must be resolved prior to Go Live.
  - v. A phase of County User Acceptance Testing (UAT) prior to "Go Live", whereby the County can confirm that the solution adheres to all Contractual requirements. In the event that the solution does not conform with Contract requirements, the County may:
    - a) Upon mutual agreement, perform additional user acceptance tests until the system(s) have operated within the specifications as stated in the Contract for thirty (30) consecutive days;
    - b) Accept minor deviations from the specifications; or
    - c) Terminate the Contract in its entirety
- f) During the implementation and testing phases, the Contractor shall provide written status reports at the end of each work week to the Contract Monitor in a format approved by JDC. The status reports shall include:
  - i. An executive summary of work performed during the past week;
  - ii. Work planned for the upcoming week;
  - iii. Issues that require management attention;
  - iv. Deliverable status;
  - v. Defect matrices; and
  - vi. Risks.

C. Transition Planning

1. Ninety (90) days prior to the contract end date, the Contractor shall submit to JDC a detailed plan for transitioning all contracted services to DHS or to another contractor selected by JDC to provide the contracted services.
2. The transition plan shall include provisions for the delivery of all proprietary data collected and/or created during the life of the contract to JDC thirty (30) days prior to the contract end date. All proprietary data collected and/or created during the final thirty (30) days of the contract, or any proprietary data not captured in the initial delivery, shall be delivered to JDC no more than fifteen (15) days following the contract end date.

D. Ongoing User Support

Prospective Contractors shall submit a plan for the User Support Plan. All ongoing user support costs shall be included in licensing fees included in the Official Bid Price Sheet.

1. The Contractor shall provide ongoing user support via telephone and email beginning at the time of Go Live and continuing for the life of the contract.
2. The Contractor shall:
  - a) Provide Emergency Support to designated County personnel via telephone and email twenty-four (24) hours a day, seven (7) days a week. Emergency Support shall include, but not be limited to, an event such as Complete System Failure.
  - b) Provide Standard Support to designated County personnel via telephone and email, at minimum, Monday-Friday, 8am-5pm CST, excluding County Holidays.
  - c) Provide English-speaking Telephone Support Staff.
  - d) Provide resolution of High Priority Issues within four (4) hours.
  - e) Provide resolution of Medium Priority Issues within twenty-four (24) hours.
  - f) Provide resolution of Low Priority Issues within three (3) calendar days.
3. The Contractor and JDC shall mutually agree to the parameters for Emergency, High, Medium, and Low Priority Issues within thirty (30) days of Contract Award.

E. Communication and Issue Resolution Plan

1. Contractor's proposal must include a proposed Communication and Issue Resolution Plan. The County and Contractor shall mutually agree to the final plan within thirty (30) days of Contract Award.
2. The Contractor shall provide a Communication and Issue Resolution Plan that describes how the Contractor will work with JDC and other stakeholders to facilitate communication and coordination throughout the life of the contract. At a minimum, the Contractor shall include:

- a. Acknowledgement that the Contract Monitor shall maintain the right to review and approve any written communications or notice to JDC employees and/or users of the system.
  - b. Proposal for how the Contractor will notify the Contract Monitor and designated JDC representatives of all planned or scheduled written communications or notices to JDC employees and/or users of the system before such communications are issued.
  - c. Proposal to initiate a recurring update meeting, including recommended attendees and the frequency of which these update meetings will take place. Meetings may be held on site, via conference call, or via the web.
  - d. Proposal for periodic written updates that will serve to supplement the update meetings.
  - e. Proposal for which Contractor team members will serve as key points of contact for, at a minimum, the following functions:
    - i. JJIS Technical Issues
    - ii. Contract Updates / Changes
3. The above-referenced key points of contact are individuals whom the Contract Monitor shall contact when an issue arises.
4. The Contractor shall explain in the Communication and Issue Resolution Plan how the Contractor will identify, track, and resolve issues which may arise between the Contractor and JDC in the performance of duties under the Contract. JDC shall have the right to approve the Communication and Issue Resolution Plan prior to implementation. The Contractor shall include, at minimum:
- a. Any trouble-shooting tools and techniques that will diagnose issues with networks, services, equipment, software, and data.
  - b. The approach and metrics used to measure the success of its issue resolution.

F. Training and Organizational Change Management

- 1. The Contractor shall train DYS staff in accordance with the direction in this section. Prospective Contractors should submit a Training Plan and provide the requested narrative descriptions of their training approach. The Contractor and DYS shall mutually agree to the Training Plan within thirty (30) days of Contract Award. Prospective Contractors shall include costs for training activities as required in the RFP in the Official Bid Price Sheet.
  - a) Contractor shall develop curriculum and take-away materials for each user type. The Contractor shall include printed and electronic reference materials which the County resources shall be able to continue to access after training is concluded.

- b) As part of Bidder's response to this RFP, Bidder shall propose a training plan which may include a combination of the following components without limitation.
    - i. In-Person Trainings;
    - ii. On-Site Coaching;
    - iii. Web-Based Training;
    - iv. User Manual;
    - v. Frequently Asked Questions (FAQ) List;
    - vi. Helpline phone numbers and how to submit an electronic help request; and
    - vii. Website URLs or location information for all other online and printed resources.
  - c) In the event that the Contractor makes any material alterations to the solution, the Contractor shall be required to update the training materials accordingly and may be required to perform a mutually agreeable amount of classroom training at JDC facilities. The County and the Contractor shall mutually agree on what constitutes a "material alteration." If such training requires an additional cost to the County, it must be at the "additional training" cost provided in the Official Bid Price Sheet.
2. Organizational Change Management
- Transitioning to a new juvenile justice information system will constitute a significant shift for many of the workforce at JDC. Accordingly, there will be a human dimension to implementation to ensure enterprise-wide buy-in. Prospective Contractors should explain how it will support this Organizational Change Management effort and empower JDC to motivate its employees and partners to embrace the solution.

G. Staffing and Key Personnel

- 1. The Prospective Contractor must include an organizational chart showing all proposed staffing to perform the services specified in the scope of work and to meet the following minimum staffing requirements, without limitation. Bidder may propose additional positions and/or education requirements, provided that they meet or exceed the specifications listed below.
- 2. The Prospective Contractors should also provide sample proposed staffing candidates and their experience. It is preferable that the Prospective Contractors provide the actual Staffing Plan and staffing candidates that would be proposed if Prospective Contractor is selected for Contract Award. Proposed Staffing Plan and Candidates submitted upon Contract Award must be substantially similar to the sample plan submitted. Both the Sample and Final Proposed Staffing Plans must meet all requirements set forth in this section of the RFP. The staffing plan shall be finalized with the mutual agreement of the County within thirty (30) days of Contract Award.
- 3. The proposed Staffing Plan must adhere to the following requirements:

- a. The Contractor shall include, in the Staffing Plan, a primary person (Project Manager or Project Lead) as point of contact for the implementation phase of the solution. This person shall:
  - i. Have three (3) years of experience working the development and implementation of a case management system project of similar size and scope to the project described in this RFP and three (3) years of implementation experience in a multi-resource, multipersonnel, and treatment team project that involves software and hardware. These experience requirements may overlap.
  - ii. Project Manager or Project Lead will be onsite seventy-five percent (75%) of the time throughout the implementation.
  - iii. Serve as the primary point of contact for the Contractor and liaison with JDC Communications Information Systems (CIS) department.
  - iv. Manage and coordinate with JDC-designated implementation staff in accordance with the requirements of this RFP.
  - v. Obtain approval from the Contract Monitor for required deliverables.
  - vi. Oversee all Contractor project activities including project planning, organization, controlling, tracking, reporting, risk identification, risk management, and financial management.
  - vii. Monitor and coordinate all project resources.
  - viii. Attend all status meetings.
  - ix. Collect project information and metrics necessary to provide reports to the Contract Monitor.
  - x. Provide the Contract Monitor with weekly and monthly project status and financial reports.
  - xi. Assist in resolving and communicating questions and issues to the Contract Monitor or their designee.
  - xii. Assist with scheduling, coordinating, and overall communication with internal and external entities.
  - xiii. Coordinate the research of issues and questions related to implementation activities.
- b. The Contractor shall include in the Staffing Plan individuals with sufficient technical expertise and experience to accomplish the Implementation Plan. This technical team shall:
- c. The Contractor shall include in the Staffing Plan an individual who will serve as the primary point of contact between the County and the Contractor after the Implementation Plan is complete and the solution is fully operational.
- d. The County shall have the right to approve or reject proposed staff members prior to the finalization of the plan after Contract Award if the proposed candidates do not meet the minimum requirements set forth in the RFP.
- e. The Contractor shall identify in the Staffing Plan key personnel, including but not limited to the individual charged with managing the Implementation, a key technical person, and the Project Lead and on-site programmer.

- f. The Contractor shall include, in the Staffing Plan, a provision to address the vacancies of the Project Lead or other key personnel. In the event of the vacancy of a key person, the Contractor shall provide replacement candidates to the County for the County's review within fifteen (15) days of the Contractor learning of the vacancy. The County shall have the right to approve or reject proposed replacements if they do not meet the minimum requirements set forth in the RFP.
- g. The Contractor shall train all their staff members (including Subcontractors) performing services under any resultant Contract from this RFP. The training must include HIPAA privacy and security standards in accordance with any Federal guidance.

# VENDOR RESPONSES

**Tab 1: Juvenile Justice Information System (JJIS) Requirements**

**Directions:** The table below provides the functional and technical requirements for the solution. Bidders must indicate with an 'X' in columns A, B, or C whether their solution supports the following requirements.  
 A = Currently Available in the Solution  
 B = Available via Contractor Modification or Development  
 C = Not Available in the Solution (neither A nor B). If C is selected, in the comments please propose an alternative (that meets the needs of the State) or an explanation of why it is acceptable to forego this requirement. **A Prospective Contractor may not select C for a Mandatory Requirement.**

**Mandatory Requirements are noted by an "x" in the Mandatory Requirement column. A failure to satisfy a Mandatory Requirement shall result in the disqualification of a proposal.**

**Functional Requirements – Juvenile Justice Information System**

No.	Function	Mandatory Requirement?	Availability			Notes
			A	B	C	
<b>Admissions</b>						
1.1	The system must have the capability to electronically receive Court-issued admissions documentation, as defined by the state.					
1.2	The system must have the capability to assign a minimum 6-digit unique Case Number (terminal digit) upon admissions of an individual.					
1.3	The system must have the capability to add a unique identifier for the individual associated to a given Case Number.					
1.4	The system must have the capability to perform identity conflict resolution to prevent and resolve duplicate person records.	X				
1.5	The system must have the capability to assign a status to each admission as defined by the state.	X				
1.6	The system must have the capability to electronically notify, via multiple platforms, designated individuals of upon receipt of new admissions.	X				

1.7	The system must have the capability for authorized users to review Court-issued Commitment Orders and associated youth admissions data, as defined by the state.	X				
1.8	The system must have the capability to electronically notify the submitter of incomplete court issued commitment orders.					
1.9	The system must have the capability to electronically track and return incomplete Court-issued Commitment Orders to the submitter, as defined by the state.					
1.10	The system must have the capability to electronically request additional information for Court-issued Commitment Orders and youth admissions data, as defined by the state.					
1.11	The system must have the capability for users to record all required data elements upon admissions of an individual. For example, record the following information: Demographics Biographics Photographs Legal Guardian Notification (Contact Information) Division of Child and Family Services Custody (i.e. Foster care) Court Contacts Pending Charges Placement History Medical / Medication Risk Factors Education History Approved Contacts (e.g. visitors and phone calls) Referral Agencies (former and current) Referral Services Public and Private Insurance (e.g. Medicaid, Blue Cross) PASSE Care Coordinator	X				
1.12	The system must have the capability to support the collection of biographic data elements (e.g. race and ethnicity) using the most current Statistical Policy Directives set forth by the Federal Office of Management and Budget, and comply with all State and Federal race and ethnicity data and reporting requirements.	X				
1.13	The system must have the capability to distinguish between individuals within DYS custody (i.e. requiring a bed in a residential facility), and individuals not in DYS custody but receiving services through a DYS-partnered provider.					

1.14	The system must have the capability to support variations in data population and workflow requirements for individuals in DYS custody and not in DYS custody.						
1.15	The system must have the capability to record an individual's family or guardian contact information and relationships to the individual.	X					
1.16	The system must have the capability to create a person-centric view upon completion of the admissions process (e.g. an individual summary screen).	X					
1.17	The system must have the capability to record and update individual's profile information.	X					
<b>Placement</b>							
2.1	The system must have the capability to electronically identify and report bed occupancy for all facilities, as defined by the state.	X					
2.2	The system must have the capability for authorized users to search available beds by an individual's criteria for state contracted facilities, as defined by the state.						
2.3	The system must have the capability to categorize beds in state contracted facility by the individuals: Gender Age Charges Location Education Risk Level Available Services	X					
2.4	The system must have the capability to electronically reserve and release reservations of unoccupied beds in state-contracted facilities.						
2.5	The system must have the capability for users to record and track individuals placed at all non-contracted facilities, as defined by the state.	X					
2.6	The system must support the ability to notify users when selected beds do not align with one or more of the following risk characteristics of a placed individual: Gender Age Sex Offender Pregnancy Risk-level Education	X					
2.7	The system must support the ability to generate reports that identify bed occupancy by facility, category, and date range.	X					

2.8	The system must have the capability to track beds in abeyance.					
2.9	The system must have the capability to track and report upon the location of an individual at all times.					
2.10	The system must have the capability to reconcile and alert users when bed occupancy conflicts an individual's placement or custody status (e.g. bed cannot be occupied once an individual has been discharged, an individual cannot occupy two beds simultaneously, etc.).	X				
<b>Records Management</b>						
3.1	The system must have the capability for documents and artifacts to be uploaded and stored and retrieved either natively or within an external repository.	X				
3.2	The system must have the capability to interface with external document management systems (i.e., eDoctus, DocuShare)					
3.3	The system shall support the ability for uploaded documents / artifacts to be managed and viewable in the following (but not limited to) formats: Documents (.doc, .docx, .pdf, etc.) Spreadsheets (.xls, .xlsx, etc.) Images (.jpeg, .png, .gif, .tiff, etc.) Videos (.mp4, .mov, .wmv, .avi, .flv, etc.) Audio files (.mp3, .cda, .wav, etc.)	X				
3.4	The system must have the capability index uploaded documents and artifacts by configured meta-data elements.	X				
3.5	The system must have the capability to search and display results of documents and artifacts that match search criteria (e.g. meta-data).	X				
3.6	The system must have the capability to associate documents and artifacts by common elements (e.g. all documents related to a specific individual, all documents associated to a specific assessment, all documents associated to a specific treatment plan, etc.)	X				
3.7	The system must have the capability for documents and artifacts to be uploaded by authorized users via internal and external portals.	X				
3.8	The system must have the capability to receive and store documents directly from external systems and data providers, including but not limited to: Courts (Contexte) Education providers (eSchool) Arkansas Crime Information Center (ACIC)					

3.9	The system must have the capability to associate documents and artifacts to multiple cases or individuals.	X					
3.10	The system must have the capability to automatically record submission date and time stamps of uploaded documents artifacts.	X					
3.11	The system must have the capability to support the review, notification, and approval of uploaded documents (e.g. workflows for document review).	X					
<b>Assessments</b>							
4.1	The system must have the capability for internal & external users to record detailed assessment data for an individual, including but not limited to: Behavioral Health Assessments Educational Assessments Medical Assessments Risk Level Assessments Interview Assessments Observational Assessments Field Evaluations Screenings	X					
4.2	The system must have the ability to request and assign additional assessments to authorized providers based on an individual's need, including but not limited to the following: Administration of single psychological test, as requested Clinical/Program consultation Staffing, case conferences, post evaluation reports Updates as needed or requested	X					

4.3	<p>The system must have the ability to support the collection of data elements, for example, the following standard psychological assessment instruments:</p> <p>CANS - Children and Adolescent Needs Assessment  ACE - Adverse Childhood Experience  WASI II – Wechsler Abbreviated Scale of Intelligence (If needed, WISC-V, WAIS-IV)  MMPI-A-RF Minnesota Multiphasic Personality Inventory – Adolescent – Restructured Form  WRAT-5 Wide Range Achievement Test – Fifth Edition  SASSI-2 Substance Abuse Subtle Screening Inventory – Second Edition  CVLT-II California Verbal Learning Test – Second Edition (if interview indicated)  CONNERS-3 Conners – Third Edition (if interview indicated)  MAYSI 2– Massachusetts Youth Screening Instrument – Second Edition  RIAS-2 Reynolds Intellectual Assessment Scales  APS-SF Adolescent Psychopathology Scale – Short Form</p>	X					
4.4	<p>The system must have the ability to support the collection of data elements on an as-needed basis, including but not limited to, the following psychological assessment instruments:</p> <p>Vineland  BDI-II Beck Depression Inventory  JS-R Jesness Inventory Revised</p>	X					
4.5	<p>The system must have the capability to electronically notify and remind, via multiple platforms, designated individuals if required assessments are not completed within the timelines, as defined by the state.</p>	X					
4.6	<p>The system must have the capability to electronically notify, via multiple platforms, designated individuals of completed assessments for review, as defined by the state.</p>	X					
4.7	<p>The system must have the capability to assign a status to each assessment, as defined by the state.</p>	X					
4.8	<p>The system must have the capability to upload documentation associated to specific assessments, as defined by the state.</p>	X					
4.9	<p>The system must have the capability for authorized users to review assessments, as defined by the state.</p>	X					
4.10	<p>The system must have the capability to electronically return incomplete assessments to the submitter, as defined by the state.</p>	X					

4.11	The system must have the capability to electronically request additional information for assessments, as defined by the state.	X					
4.12	The system must have the capability to complete assessments across multiple platforms, as defined by the state.	X					
4.13	The system must have the capability to generate notices to individuals related to the assessment, as defined by the state.	X					
4.14	The system must have the capability to direct and notify time-based workflow tasks associated to the notification, assignment, completion, review, correction, and acceptance of assessments.	X					
4.15	The system must have the capability to generate reports based assessment timeliness, assigned assessor, assessment type, and assessment status.	X					
4.16	The system must have the capability to assign clinical codes and credentials using the most current version of industry standards.						
4.17	The system must allow for different assessment criteria based on program type.						
4.18	The system must have the capability for users to easily create a discipline specific template for assessments. (e.g. Interview formats).	X					
4.19	The system must have the capability to track date sensitive, program specific assessments and provide reminders to the applicable users to complete assessments or reassessments.	X					
4.20	The system must have the capability to record and display assessments provided by a third party.	X					
4.21	The system must have the capability to track medical conditions, and generate appropriate medical alerts and reminders, as needed.	X					
4.22	The system must have the capability to record and monitor medications using drug name, dosage, date range and prescribing physician.	X					
4.23	The system must have the capability to link medical metrics and document results within an individual's record. (e.g. Assessment for involuntary movement scale, weight, blood pressure, body mass index, sugar levels).	X					
4.24	The system must have the capability to display and manage health maintenance alerts including chronic disease reminders per individual.	X					

4.25	The system must have the capability to add problems beyond an ICD list and DSM to a recognized standard nomenclature (e.g. a systematically organized computer process capable of collecting medical terms providing codes, terms, synonyms and definitions used in clinical documentation and reporting.)					
<b>Coordination of Treatment Team &amp; Treatment Plan Development</b>						
5.1	The system must have the capability for authorized users to select and assign users to treatment team staffing groups/teams to review assessments and develop treatment plans.					
5.2	The system must have the capability to schedule and notify select individuals of a treatment team staffing.					
5.3	The system must have the capability to generate notifications to selected treatment team members, if all completed assessments are not received in the system, as defined by the state.					
5.4	The system must provide the capability for authorized users to reschedule and notify attendees of treatment team staffings, as defined by the state.					
5.5	The system must provide the capability for users to configure treatment plan templates, as defined by the state.					
5.6	The system must have the capability to allow authorized users to electronically approve treatment plans.					
5.7	The system must have the capability to document all components of the treatment and service plans including identified problems and goals for treatment.					
5.8	The system must have the capability for users to modify treatment plans with a view of the most current plan and an audit trail with previous plans.					
5.9	The system must have the capability to set automatic reminders for treatment plan modifications (e.g. completion, update, review, new medical problems, incidents, seclusion and restraint documentation) according to DYS and regulatory requirements.					
5.10	The system must have a progress measurement tool to track progress toward reaching treatment plan objectives over time with the capability to present this information in a graphical format.					
5.11	The system must have the capability to easily switch from one individual treatment plan to another individual treatment plan.					
5.12	The system must have the capability to view all diagnosis on one screen as appropriate to an individual.					

Incident Management						
6.1	The system must have the capability for authorized users to electronically record, track, and close incidents related to individuals or facilities.	X				
6.2	The system must have the capability to configure incident alert notifications of an individual or facility related incident by status and type, as defined by the state.	X				
6.3	The system must have the capability to configure incident alert notifications of an individual or facility related incident by severity, as defined by the state.	X				
6.4	The system must have the capability to configure the recipients of incident alerts and notifications by type, status, severity, and required action (if any), as defined by the state.	X				
6.5	The system must have the capability to capture incidents specifically related to a facility (e.g. power outages, system outages, infrastructure related incidents, etc.)	X				
6.6	The system must have the capability to capture, at minimum, the following data associated to an incident: Involved Youth (one or more) Involved Staff (none or many) Circumstances (e.g. Medical, Behavioral Health, Juvenile Detention Center - Time-out, AWOL, etc.) Facility Location within the Facility Video/Photo (documents and artifacts applicable to the incident) Injuries (if applicable) Restraints (if applicable) Action (taken) Date and Time of all notifications, actions, and events related to an incident providing a chronological history of the incident (e.g. Date and time of incident, Date and time parties notified, etc.)	X				
6.7	The system must have the capability to attach documents and artifacts (e.g. videos) to specific incidents.	X				
6.8	The system must have the capability to integrate with emergency notification system for public notifications related to AWOL individual.	X				
6.9	The system must have the capability to create ad-hoc and time-based reports related to an individual or facility incident, as defined by the state.	X				

6.10	The system must have the capability to electronically route, via a workflow-style process, an individual or facility incident to users, as defined by the state.	X					
6.11	The system must have the capability to associate a single incident to one or more individuals, as defined by the state.	X					
<b>Case Management</b>							
7.1	The system has the capability to allow data look up on specified fields, as defined by the state (e.g. name, case number, location, case manager, case coordinator, facility, provider, social security number, and other fields to be specified; legal status and court orders history by youth).	X					
7.2	The system must have the capability to document and track an individual's legal status and court orders, as defined by the state.	X					
7.3	The system must have the capability to provide alerts and notifications for events and tasks, as defined by the state.	X					
7.4	The system must have the capability to route events and tasks to internal/external users or user groups for completion on an "as needed" basis, as defined by the state.	X					
7.5	The system must have the capability to document treatment notes for an individual, a group and family sessions, as defined by the state.						
7.6	The system must have the capability to display an individual's summary sheet including but not limited to demographics, behavioral health, medical health, risk and education, allergies, health maintenance, recent incidents, photo, personal profile.	X					
7.7	The system must have a decision tree to facilitate treatment decisions and best practices for medical care, behavioral healthcare and education, as defined by the state.	X					
7.8	The system must have the capability for users to utilize an electronic clipboard/device (e.g. tablet) for capturing observations and treatment data, as defined by the state.	X					
7.9	The system must have the capability for users to roll information forward from note to note.	X					
7.10	The system must provide the option to carry forward review of systems, problem list, medication, etc. from prior treatment.	X					
7.11	The system must provide the flexibility to document conditions including expanding details (e.g. severity, location, modifiers).	X					

7.12	The system must have the capability for authorized users to add comments and details for any case and/or treatment plan, as defined by the state.	X					
7.13	The system must have the capability to track and report on categories of individuals including but not limited to the following: Extended Juvenile Jurisdiction (EJJ) Sex Offender (SXO) Interstate Compact for Juveniles (ICJ) Pregnant Females Blended Sentences	X					
7.14	The system must provide the users with the capability to document treatment activities and education services using templates.	X					
7.15	The system must have the capability to schedule and notify select participants of of ad-hoc treatment team staffings, as defined by the state.						
7.16	The system must have the capability to support flexible gender identification and transitions.	X					
7.17	The system must have the capability for authorized users to schedule and track the administration of medications for individuals, as defined by the state.	X					
7.18	The system must have the capability for authorized users to document medical findings within the treatment plan, as defined by the state.	X					
7.19	The system must have the capability to track individuals using specified medications.	X					
7.20	The system must be able to display a list of medications prescribed to an individual, both currently and historically.	X					
7.21	The system must have the capability for authorized users to configure automated tasks and/or alerts to remind assigned treatment providers of missing or additional documentation, scheduled reviews, and key dates per individual, as defined by the state (e.g. treatment team staffing reviews).	X					
7.22	The system must have the capability to configure rules requiring specific data to be populated prior to completing documentation and/or task. (e.g. stops to not allow finishing a record until specific information is entered).	X					
7.23	The system should have the capability for tracking of individuals who are in the community (e.g. non-discharge, leave of absence, court visits, medical center visits).						

7.24	The system must have the capability to add and delete individuals from groups, print group schedules, as well as allowing the ability to view a group under the case coordinator name with all individuals listed and generate/print a group roster report.						
<b>Discharge / Release to Community</b>							
8.1	The system must have the capability to electronically record, track and close a discharge summary for an individual, as defined by the state.	X					
8.2	The system must have the capability for authorized users to link documentation to the discharge summary (e.g. progress reports, education records, risk assessments, field evaluations), as defined by the state.	X					
8.3	The system must have the capability to configure alert notifications for preparation and completion of discharge activities, as defined by the state.	X					
8.4	The system must have the capability to create ad-hoc and time-based reports related to an individual's discharge data, as defined by the state.	X					
8.5	The system must have the capability to electronically route, via a workflow style process, an individual's discharge summary to authorized users, as defined by the state.	X					
8.6	The system must have the capability to update an individual's status for the provision of services upon discharge (e.g. unable to bill for bed occupancy upon release of custody).	X					
8.7	The system must have the capability to present prior and upcoming discharges.	X					
8.8	The system must have the capability to track and report on distinct types of discharge for an individual (e.g. release to aftercare, release to community, etc.), as defined by the state.	X					
<b>Federal Program Management</b>							
9.1	The system must have the capability to track partner agencies and/or sub grantees participation in programs and/or services funded by Federal grants, including but not limited to the following: Juvenile Justice and Delinquency Prevention grant programs Department of Education Title I & II programs Prison Rape Elimination Act (PREA)	X					

9.2	The system must have the capability to track an individual's participation in programs and/or services funded by Federal grants, including but not limited to the following: Juvenile Justice and Delinquency Prevention grant programs Department of Education Title I & II programs	X					
9.3	The system must have the capability to track the participation of family and/or legal guardians (associated with justice-involved youth) participation in programs and/or services funded by Federal grants, including but not limited to the following: Juvenile Justice and Delinquency Prevention grant programs Department of Education Title II programs	X					
9.4	The system must have the capability to track and report upon the program, provider, and individual participation in services and programs, as they relate to output and outcomes.	X					
9.5	The system must have the capability to track and report on individual grants and funds distribution provided to sub-grantees and partner agencies on a schedule basis, as defined by the state.						
9.6	The system must have the capability to track and report upon program effectiveness in relation to individual participation in grant funded programs providing prevention and/or intervention services.						
9.7	The system must have the capability to associate distributed funds throughout their allocation and utilization.						
9.8	The system must have the capability to generate quarterly, monthly and annual reports for the Arkansas legislature, as defined by the state.						
9.9	The system must have the capability to track and report on specific data required for reporting compliance with the Federal Juvenile Justice and Delinquency Prevention program, including but not limited to the following: Deinstitutionalization of Status Offenders (DSO) Separation of Juveniles from Adults in Secure Facilities Removal of Juveniles from Adult Jails and Lockups Disproportionate Minority Contact Prison Rape Elimination Act (PREA) Office of Civil Rights	X					
9.10	The system must have the capability to distinguish participation in services and programs by judicial districts, as defined by the state.						
<b>Legal &amp; Compliance</b>							

10.1	The system must have the capability to support intuitive document management, including the ability to search and access court-related documents, as defined by the state.						
10.2	The system must have the capability to upload documentation from multiple platforms (e.g. mobile devices).						
10.3	The system must have the capability to support intuitive document management, including the ability to search and access incidents by individual, as defined by the state						
10.4	The system must have the capability to configure monthly court progress reports, as defined by the state.						
10.5	The system must have the capability to configure both fillable and pre-populated templates (e.g. affidavits, petitions, motions), as defined by the state.						
10.6	The system must have the capability to generate both internal system notices and external notices to other parties related to conditional court orders, as defined by the state.						
10.7	The system must have the capability to store and maintain contact information, including attorney, associated court, and families and/or legal guardians by individual.	X					
10.8	The system must have an integrated redaction tool, for incidents involving multiple individuals (e.g. the case has 3 individuals but 2 must be redacted before documents can be delivered to the courts).	X					
10.9	The system must comply with the Juvenile Justice and Delinquency Prevention Act (JJDP A).						
<b>Billing</b>							
11.1	The system must have the capability to configure and process automated billing for all billable vendors and services.	X					
11.2	The system must have the capability to configure and process automated billing by group or by individual, as defined by the state.	X					
11.3	The system must have the capability to record, track, and report on billing of services by funding source and priority.	X					
11.4	The system must have the capability to record and report on services that may have one or more rates, as defined by the state.	X					
11.5	The system must have the capability to support variable billing frequencies, as defined by the state.						
11.6	The system must have the capability to electronically route, via a workflow-style process, individual and/or vendor invoices to appropriate users, as defined by the state.						

11.7	The system must have the capability to generate invoices, reviews, approvals and overrides utilizing role-based workflows, as defined by the state.	X					
11.8	The system must have the capability to generate alerts and notifications for designated users and/or user groups based on configured rules (e.g. compliance thresholds, outstanding invoices, etc.), as defined by the state.						
11.9	The system must have the capability to export payment files, as defined by the state.						
11.10	The system must have the capability to import paid bill and purchase order information, as defined by the state.						
11.11	The system must have the capability for authorized users to perform cost center and internal order maintenance in association with AASIS (Arkansas Administrative Statewide Information System).						
11.12	The system must have the capability to select date ranges for billable items and other user-experience enhancing tools to support the ease of generating large bills and minimize line item selection.						
11.13	The system must have the capability to associate services rendered, amounts billed and paid, as defined by the state.						
11.14	The system must have the capability to support audit review and approval of both individual and vendor billing, as defined by the state.						
11.15	The system must have the capability to prevent duplicate billing of services, as defined by the state.						
11.16	The system must have the capability to track contract utilization (e.g. remaining available funds), as defined by the state.						
11.17	The system must have the capability to record, track and report all assigned services by date of service. (e.g. Community Based Providers, contracted facilities, etc.).						
11.18	The system must have the capability to record and track all electronic billing for all major guarantors (Medicare using PPS billing rules, Medicaid, Blue Cross Blue Shield, etc.), as defined by the state.						
11.19	The system must have the capability to generate electronic billing for all service providers.						
11.20	The system must have the capability to generate paper billing for all service providers.						
11.21	The system must have the capability to permit authorized users to configure scheduled and regular bill generation frequency (e.g. monthly, bi-monthly, semi-monthly, quarterly, etc.), as defined by the state.						
11.22	The system must have the capability to generate ad hoc reimbursements and need-based billing.						

11.23	The system must have the capability for authorized users to make comments on the electronic invoice and associated billing artifacts.						
11.24	The system must have the capability to adjust and resubmit invoices.						
11.25	The system must have the capability to automatically generate invoices based on the census and provided services.						
11.26	The system must have the capability of generating billing reports by reimbursement, to include amount billed and amount paid.						
11.27	The system must have the capability to allow authorized users to perform rate management for one or more providers and services.						
11.28	The system must have the capability to automatically remove individuals from assigned in-custody services upon discharge.						
11.29	The system must have the capability to provision and validate (e.g. reconcile) the billing for individuals and groups.						
11.30	The system must have the capability to track and report individual client and medicaid identification.						
<b>Contract Monitoring &amp; Quality Assurance</b>							
12.1	The system must have the capability to record and maintain DYS vendor contract performance data (e.g. schedule review periods, SLAs, performance indicators, incidents, key personnel, etc.), as defined by the state.	X					
12.2	The system must have the capability to record, track, alert and report on contract-related incidents for all DYS contracted vendors, as defined by the state.	X					
12.3	The system must have the capability to apply, track, and report on sanctions for all DYS contracted vendors, as defined by the state.						
12.4	The system must have the capability to generate both internal system alerts and notices and external alerts and notices to other parties related to contract monitoring, as defined by the state.						
12.5	The system must have the capability to record, track, alert and report on vendor performance corrective action plan objectives, including but not limited to, management of appeals and follow-up activities.						
12.6	The system must have the capability for authorized users to link documentation to a vendor's contract (e.g. audit reports, sanctions, etc.), as defined by the state.						

12.7	The system must have the capability to create a vendor-centric view (e.g. a vendor summary sheet, or vendor summary screen).					
12.8	The system must have the capability to electronically route, review, and approve via a workflow-style process, contract-related audits to appropriate users, as defined by the state.					
12.9	The system must have the capability to configure contract-related alert notifications by severity and type for all DYS contracted vendors, as defined by the state.					
12.10	The system must have the capability to record audit findings and corrective actions associated to each vendor.					
12.11	The system must have the capability to track and report upon qualitative and quantitative information in relation to vendor performance, as defined by the state.					
12.12	The system must have the capability to generate Vendor Performance Report Cards, as defined by the state.					
12.13	The system must have the capability to record, track, alert and report on assigned responsible parties associated to a corrective action plan item, per vendor and location, as defined by the state.					
12.14	The system must have the capability to record, track and report on vendor audit history and findings, as defined by the state					
<b>Nutrition</b>						
13.1	The system must have the capability to track school lunch programs, including meals distributed per individual for DYS contracted facilities, as defined by the state.	X				
13.2	The system must have the capability for authorized users to document and report on critical nutrition related medical conditions and/or dietary changes for an individual, as defined by the state.	X				
13.3	The system must have the capability to notify designated users about dietary restrictions or changes to dietary restrictions for an individual (e.g. allergies, religious dietary restrictions), as defined by the state.	X				
13.4	The system must have the capability to collect and report meal consumption for DYS contracted facilities, in compliance with USDA Health and Nutrition Program standards.	X				
13.5	The system must have the capability to generate nutrition related reports, as defined by the state and in compliance with USDA Health and Nutrition Program standards.	X				
13.6	The system must have the capability to conduct point of sale processes for daily meals provided in DYS contracted facilities, as defined by the state.					

13.7	The system must have the capability to capture and report monthly inventory per DYS contracted facility, as defined by the state. (e.g. barcoding)	X					
13.8	The system must have the capability to capture and report on nutritional values per meal, as defined by the state.	X					
13.9	The system must have the capability to capture and report on health inspections and corrective action plans per DYS contracted facility, as defined by the state.	X					
13.10	The system must have the capability to capture and retain all nutrition related data per an individual and/or facility for the minimum time necessary, in compliance with USDA Health and Nutrition Program standards.	X					
13.11	The system must have the capability to establish and modify meal plans per DYS contracted facilities as defined by the state.	X					
<b>Reporting</b>							
14.1	The system has the capability to sort and filter report output on all fields to be queried.	X					
14.2	The system must have the capability to easily create custom reports using specified data elements without customized programming.	X					
14.3	The system must have the capability to create standard, reusable and shareable report templates.	X					
14.4	The system must have the capability to create data visualization tools.	X					
14.5	The system must have the capability to create and distribute reports by user and team, as defined by the state.	X					
14.6	The system must have the capability to generate reports based on workflow tasks, events and status', as defined by the state.	X					
14.7	The system must have the capability to trend program data utilizing a specified date range.	X					
14.8	The system must support integration with industry standard reporting tools (e.g. Power BI, SSRS, Cognos, etc.).						
14.9	The system must export report data in standard file formats (e.g. Excel, CSV, PDF, etc.).	X					
14.10	The system shall have integrated dashboards with analytics on operations performance metrics.						
14.11	The system shall support ad-hoc reports created by users via a graphical user interface (GUI) utilizing real-time data, including but not limited to features such as field-selection, filters, sorting, date range selection, save, share, and export.						

14.12	The system shall have batch reporting which will be scheduled by user-defined frequency and distributed based on user roles.	X					
14.13	The system shall enforce role-based access to reports and associated data.						
14.14	The system shall contain a data dictionary which will be managed and updated by the contractor.						
14.15	The system shall have configurable forms with options to pre-populate select data fields (e.g. generating mailing labels).	X					
14.16	The system shall support the ability to redact select fields and/or data elements in reports and report exports.	X					
14.17	The system shall include online help tools, resource guides, and user manuals for robust support of reporting features.						
14.18	The system shall support large volumes of document extracts based on user-defined criteria.						
14.19	The system shall provide standard / canned reports, for example: 1Billing & financial reconciliation 2Admissions report 3Census report 4Demographics 5Discharge 6Length of stay 7Case extract 8Case mix indices 9Incident (single & aggregate) 10Case closure 11Aftercare 12Commitment order 13Vendor performance reports 14Diversion services 15Outcomes 16Output 17Federal justice reporting 18Health & nutrition program reporting 19Caseload / case management 20Field evaluations 21Evidence-based services for specialized population 22Placement disruption / movement rationale	X					
14.20	The system must have the capability to list vendors and their associated services.						
<b>Transfers/Transport</b>							

15.1	The system must have the capability to document and track the chain of custody of an individual (e.g. doctor's appointments, transfers between facilities, timeouts, dual placement status), as defined by the state.	X					
15.2	The system must have the capability to generate time-based alerts and reporting on the chain of custody of an individual (e.g. doctor's appointments, transfers between facilities, timeouts, dual placement status), as defined by the state.	X					
15.3	The system must have the capability to document, track, alert and report on an individual's check-out/check-in status (e.g. facility to facility transportation), as defined by the state.	X					
15.4	The system must have the capability to generate checkout reports (e.g. list of youth scheduled for off-site transport for the given day, week, etc.).	X					
<b>Non-Custody Cases (NTC)</b>							
16.1	The system must have the capability for users to record all required data elements of an individual. For example, record the following information: Legal Guardians (Contact Information) Placement History (former and current) Treatments (former and current) Health/Medication Records (former and current) Demographics/Biographic Photographs Legal Charges (court history) Court Contacts (probation officer) Contract Management Case Plans Education (former and current) Court-ordered Residential Placement (e.g. shelters) Referral Agencies (former and current) Referral Services Public and Private Insurance (e.g. Medicaid, Blue Cross) PASSE Care Coordinator	X					
16.2	The system must have the capability to document and report on an individual's NTC case plan, as defined by the state.						
16.3	The system must have the capability to review, modify, and audit an individual's NTC case plan, as defined by the state.						

16.4	The system must have the capability for authorized users to record upload and retrieve to an individual's NTC case plan (e.g. notes, outcomes, education, incidents, community service hours, restitution per individual, etc.), as defined by the state.						
16.5	The system must have the capability to document and track NTC referrals, as defined by the state.						
16.6	The system must have the capability to convert individuals from a non-custody case to a custody case, as defined by the state.						
16.7	The system must have the capability to convert individuals from a custody case to a non-custody case, as defined by the state.						
16.8	The system must have the capability to track NTC individuals participation in grant funded programs (e.g. roster of individuals with Federal/State grants, program check-ins, etc.), as defined by the state.						
16.9	The system must have the capability to document, track, and report on abbreviated intake for NTC individuals that do not require a case plan (e.g. for occasional services), as defined by the state.						
16.10	The system must have the capability to configure and generate NTC time-based alerts and notifications (e.g. role-based, provider location based, activity based, etc.), as defined by the state.						
16.11	The system must have the capability to direct and notify time-based workflow tasks associated to the notification, assignment, completion, review, correction, and acceptance of NTC case plans.						
16.12	The system must have the capability to direct and notify time-based workflow and alerts for 15-day surveys and/or client satisfaction surveys, as defined by the state.						
16.13	The system must have the capability to configure and generate specialized forms for NTC services (e.g. therapy uses a bio-pyscho social form), as defined by the state.						
16.14	The system must have the capability to configure and generate NTC case reporting to track and manage assigned individuals, as defined by the state.						
<b>After-Care</b>							
17.1	The system must have the capability to create, modify, track and report an individual's discharge plan and after-care plan, as defined by the state.						
17.2	The system must have the capability to generate time-based alerts related to discharge planning activities, as defined by the state.						

17.3	The system must have the capability to electronically transmit discharge and after-care plans to DYS contracted vendors, as defined by the state.					
17.4	The system must have the capability to document after-care services provided to an individual and/or case, including but not limited to, the services rendered and the provider of those services (e.g. Provider's contracted with a Community Based Provider).					
17.5	The system must have the capability to document and track throughout discharge, after-care and post case closure an individual's legal guardian, living arrangements, out of custody incidents, and monthly progress reports.					
17.6	The system must have the capability to generate time based alerts and notices related to an individual's after-care plan, services rendered, out of custody incidents, court activities and monthly progress reports.					
17.7	The system must have the capability to document and report on an individual's status after discharge (e.g. runaways, incidents, arrests, etc.), as defined by the state.					
17.8	The system must have the capability to electronically document, track, and report on individuals transferred from one vendor to another.					
17.9	The system must have the capability to continue to monitor, document, and report on closed cases, as defined by the state.					
17.10	The system must have the capability for authorized users to record and link documentation to an individual's discharge record (e.g. after-care notes, incident reports, education, employment, curfews, mental health, etc.), as defined by the state.					
<b>Schedule Management</b>						
18.1	The system must have the capability to provide calendars for individuals and work groups that can be shared (e.g. individual staff, departments, etc.), as defined by the state.	X				
18.2	The system must have the capability to support scheduling activities and events for individuals and cases (e.g. legal events, meetings, reviews, etc.).	X				
18.3	The system must have the capability to generate alerts and notifications for individuals, cases and events, as defined by the state.	X				
18.4	The system must have the capability for authorized users to create, modify and delete scheduled activities and events.	X				

## Non Functional Requirements

Directions: The table below provides the functional and technical requirements for the system. Bidders must indicate with an "X" in columns A, B, or C whether their system supports the following requirements.

A = Currently Available in the system

B = Available via Contractor Modification or Development

C = Not Available in the system (neither A nor B). If C is selected, in the comments please propose an alternative (that meets the needs of the State) or an explanation of why it is acceptable to forego this requirement. A Prospective Contractor may not select C for a Mandatory Requirement.

Mandatory Requirements are noted by an "x" in the Mandatory Requirement column. A failure to satisfy a Mandatory Requirement shall result in the disqualification of a proposal.

### High-Level Non-Functional Requirements - Juvenile Justice Information System

No.	Function	Mandatory Requirement?	Availability			Comments	Notes
			A	B	C		
<b>General</b>							
19.1	1. Contractors shall propose computing capacity and software for a State-hosted option, a cloud-hosted option, or a contractor-hosted system . Pricing shall include all necessary software licenses, storage, and infrastructure costs.	X					
19.2	Testing and Training Environments and Databases must have all configurations and functionalities of the Live System.	X					
19.4	System has the ability to export data to a standard file format to interface with visualization tools for analytics.	X					
19.5	The system must be operable from multiple devices, including, but not limited to: 1. Personal Computers (Desktop / Laptop) 2. Tablets 3. Smartphones	X					
19.6	The system must be compatible with industry-standard operating systems (e.g. Microsoft, Apple, Linux, Android).						
19.7	The system must be browser-agnostic, and operate using any industry-standard browsers, including, but not limited to: 1. Apple Safari 2. Google Chrome 3. Microsoft Edge	X					
19.8	The vendor must provide information about new products, features, offerings at the time that they become commercially available.	X					

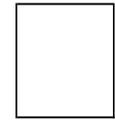
19.9	The system must have the capability to apply date and timestamps (in military time) for each entry into the record.	X					
19.10	The system must have the capability to electronically document electronic signature / authorization with a timestamp in military time.	X					
19.11	The system allows the propagation of data entry and updates and has the capability to populate all similar fields – write once functionality that is not forms based. (e.g. dates, times, user name, youth name, treatment categories, date of birth and other fields to be specified).						
19.12	The system must have flexible signature or user confirmation capabilities (e.g. electronic signature, signature pad, pin number) based on document type.	X					
19.13	The system must have the capability to easily create prompts for user actions (e.g. incomplete data entry of required fields, deletion of data, system log-off warnings, etc.).	X					
19.14	The vendor must meet the DHS enterprise architecture standards and procedures.						
19.15	The system shall be a configurable product.						
<b>Legal &amp; Compliance</b>							
20.1	The system portal and all user interfaces shall be 508 compliant and compliant with all Arkansas state accessibility regulations.						
20.2	The system must have the capability to track individual's records rights in compliance with State privacy standards.						
20.3	The system must have the capability to support the implementation of administrative and technical safeguards as required under the Health Insurance Portability & Accountability Act of 1996 (HIPAA) and Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH) regulations, including the following technical security service requirements and communication / network controls: access control; audit controls; authorization control; data authentication; entry authentication.	X					

20.4	The system must have the capability to provide an audit trail that can capture date, timestamp (in military time) and user ID for all data transactions (creation, modification, view, deletion, auto log off & printing) with the capability for designated employees to easily access this data in a report format to comply with HIPAA requirements.	X					
20.5	The system must have near real-time audit breach alerting and reporting.	X					
20.6	The system must capture all access and modifications to records in a user accessible audit file.	X					
20.7	The system must be compliant with State and Federal record retention (e.g. Act 918 of 2005, record destruction and automated archival) and audit standards and the audit log must be query-able by reporting tools.	X					
20.8	The system must be HIPAA, HITECH and PPACA compliant.	X					
20.9	The system must have the capability to track and report on specific data required for reporting guidelines including but not limited to: HIPAA HITECH FERPA 508 Compatibility (Federal and State) Substance Abuse and Drug Counseling Act Audit Log Tracking (including user activities, changes, and access)	X					
20.10	The system must be compliant with the most current Federal diagnostic codes.	X					
20.11	The State shall retain sole ownership, right, title and interest to all data stored in the Contractor - hosted solution. At the end of the contract the Contractor shall transfer 100% of State-owned data back to the State or to another Contractor at the request of the State. At the end of the contract and after confirmed transfer of 100% of State-owned data back to the State or their designee, the Contractor shall destroy all copies of the State-owned data the Contractor possesses.	X					
<b>Security</b>							
21.1	The vendor must comply with the highest level of all State and DHS mandated security and privacy controls with respect to system data.	X					

21.2	The vendor must ensure that the system produces and receives secure communication using State-approved security standards and is positioned to comply with future compliance and State standards.	X					
21.3	The system must support secure role-based access management to control privacy and security of system data, defined by user type or role.	X					
21.4	The system must include date and time stamped information about each user's access of the system, including data access.	X					
21.5	The system must have the capability to deactivate user access on-demand.						
21.6	The vendor must ensure that all system data resides in the United States at all times and is not accessed by resources outside the United States.	X					
21.7	The vendor must report on a security breach, within the time period defined by the state, of knowledge of the breach and provide the following information in a breach report: - Description - Scope - Above or below 500 affected individuals - State Contact(s) notified - Duration - When occurred - Mitigation - Result of mitigation - Impact assessment - <u>Count of affected individuals</u>	X					
21.8	The system must follow the password policies and regulations, for external users, defined at State and Federal level which include, but are not limited to, the below criteria: (1) Password must meet complexity requirements criteria (2) Multifactor identification/ authentication (3) System passwords shall expire if user does not access the system for a period over 90 days (4) System account should expire if user does not access the system for period over 90 days.	X					
21.9	The vendor shall have up to 90 days to comply with any new / updated security and privacy policy, procedure, and/or requirement, if not prior negotiation and approval required by the State.	X					

21.10	The system must be compatible with DHS anti-virus and security protocols based on proposed system architecture.	X					
21.11	The system must support internal and external users (e.g. inside and outside of the LAN) security protocols as defined by the state.	X					
21.12	The system must support masking of PHI and PII data, across all environments.	X					
21.13	The system shall support DHS' IAM Enterprise Standards for internal and external users (e.g., IBM Cloud Identity)	X					
21.14	The system shall comply with regulation NIST 800-53 for external access.	X					
21.15	The system must support account management for external users, including but not limited to password self-service including ability for setting 3 secret answers and questions.	X					
21.16	The system must meet State basic security requirements (e.g. encryption) as well as additional requirements by State for cloud-hosted products.	X					
21.17	The system may be hosted in the GovCloud.						
21.18	The system may be Federal Risk and Management Program (FedRAMP) certified.						
21.19	The system must meet NIST 800-53 (base-level requirements) and FIPS 140-2, as deemed applicable by the State.	X					
21.20	The system must comply with the following security and privacy regulations: HIPAA, HITECH, ACA, IRS, CJIS, 508, State of Arkansas, FERPA, PIPA (State), Act 1227 for Accessibility Requirements (State), MARS-E 2.0 and Act 1713 for Privacy Requirements (State).	X					
21.21	The system shall support dual-factor authentication.	X					
21.22	The system must secure data transmissions with encryption (between DHS and vendor) as defined by the state.	X					
21.23	The vendor must meet State requirements for incident response and breach notification.	X					
21.24	The system may have consent management capability.						
<b>Data Integrity</b>							

22.1	The system must have the capability to completely and accurately convert data from legacy Juvenile Justice systems, including but not limited to document management.	X					
22.2	The system must have the capability for records to be locked with read only access for specified user types and roles, as defined by the state.	X					
22.3	The system must prevent users from updating/editing the same section of a record at the same time.	X					
22.4	The system must have the capability to capture and save records in different stages of completion.						
22.5	The system must have the capability for authorized users to review and update diagnostic codes as necessary (e.g. ICD-10, DSM codes)						
22.6	The system must provide a data dictionary, schema and supporting user documentation.	X					
22.7	The system must require for each individual (e.g. users, clients, guardians, etc.) to have a unique identifier for documentation purposes.	X					
<b>Data Interfaces &amp; Exchange</b>							
23.1	The system must be ANSI X12 and HIPAA Electronic Transaction Compliant, for both inbound and outbound transactions. (HIPAA Electronic Data Transactions - Standardization of Clinical Data).	X					
23.2	The system must interface with third-party lookup databases to integrate data supplied from third-party vendors (e.g. USPS, Transportation, ICD-10, DSM)						
23.3	The system must have the capability to electronically send and receive data to and from the courts' information system (e.g. Contexte).						
23.4	The system must have the capability to convert, store, and search on prior legal case history (e.g. Contexte), as defined by the state.						
23.5	The system must have the capability to interface with the education systems (e.g. eSchool, Triand).						
23.6	The system must have the capability to interface with the electronic health record systems to retrieve medical information using industry standard system interface protocols (e.g. HL7).						
23.7	The system must have the capability to interface with the DHS standard document management systems (e.g. Edoctus, DocuShare, etc.).						



23.8	The system must have the capability to interface with Medicaid Management Information System (e.g. interChange) to communicate Medicaid eligibility.						
23.9	The system must have the capability to interface with the DHS data hub (e.g. unique client/provider index, enterprise service bus).						
23.10	The system must have the capability to interface with the DHS Child Welfare System (e.g. Children's Reporting and Information System; CHRIS)						
23.11	The system must have the capability to interface with Arkansas Administrative Statewide Information System (AASIS) to exchange billing & claims information.						
23.12	The system must have the capability to interface with the current DYS Security System software (e.g. MileStone)						
23.13	The system must have the capability to interface with the AR DHS Communication software (e.g. Outlook, Skype, etc.)						
23.14	The system must have the capability to interface with AR Crime Information Center (ACIC) services and National Incident-Based Reporting System (NIBRS) for retrieval and population of arrest information.						
23.15	The system must have the capability to perform address validation for demographic information (e.g. USPS, Smarty Streets, AR GIS, etc.)						
23.16	The system must have the capability to integrate with AR DHS Outlook for calendaring and scheduling activities and events (e.g. Treatment Team Staffing, etc.).	X					
23.17	The system reporting tools must have the ability to interface with other DHS data sources (e.g. iC, ANSWER) and DHS enterprise architecture standards.						
<b>Portal</b>							
24.1	The solution shall include a portal for all internal and external system users and roles.	X					
24.2	The solution portal shall support Single-Sign-On (SSO) functionality for External users. The application will be SAML or OIDC compliant.	X					
24.3	The solution portal must support identity & access management through integration with the State standard solution (currently Microsoft Active Directory) for internal users.	X					

New

24.5	The solution portal must support role-based-access for internal and external system users; including but not limited to courts, providers, and families.						
<b>Operations &amp; Maintenance</b>							
25.1	The vendor must ensure the system's internal response time shall be under two seconds from receiving a request to sending a response back through the Web server for 99.9% of the time and provide supporting performance reports.	X					
25.2	The vendor must comply with State-provided maintenance windows and change moratoriums and must provide any policy or procedures around those windows.						
25.3	The vendor must ensure that patch maintenance not exceed one hour per week without fourteen (14) days prior notice and State approval.						
25.4	The vendor must ensure that release maintenance not exceed eight hours per week without fourteen (14) days prior notice and State approval; maintenance exceeding 8 hours per week requires State negotiation and approval.						
25.5	The vendor must provide updates necessary for the continued functioning of the system.						
25.6	The vendor must ensure that system operational uptime be 99.9%.						
25.7	The vendor must ensure that help desk response and escalation not exceed one hour per incident, per escalation tier.						

**Template C-1  
Cost Workbook  
Request for Proposals (RFPs)  
Juvenile Justice Information System Software Solution**

Fields highlighted in yellow **shall** be used in calculating low price determination. Prospective Contractors **shall not** alter the Cost Workbook.

Table 1

<b>Implementation</b>		<b>Total</b>
One Time Cost	\$	

\*Provide the total, one time cost (including travel expenses) for all implementation activities necessary to fully implement the system. The cost proposed will be an all-inclusive cost in order for the Contractor to successfully complete all implementation activities in order for the system to Go-Live.

Table 2

Annual	Year 1	Year 2	Year 3					Total	
Licensing	\$	\$	\$					\$	
Maintenance	\$	\$	\$					\$	
Hosting	\$	\$	\$					\$	
								<b>Total</b>	\$

\*Provide the annual cost for licensing, maintenance, and user & technical support as required by the RFP.

Table 3

<b>Training</b>		<b>Total</b>
One Time Cost	\$	

\*Provide the total, one time cost for completing all training activities as required by the RFP.

Table 4

<b>Grand Total</b>
\$

# VENDOR PROPOSAL RESPONSE FORM

Date: \_\_\_\_\_

Out of State \_\_\_\_\_ or \_\_\_\_\_ If yes, \_\_\_\_\_  
Yes No Registration Number

Company Submitting Proposal: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Contact Person: \_\_\_\_\_

Office Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Implementation Fee Initial Cost: \_\_\_\_\_

Training Cost: \_\_\_\_\_

Additional Anticipated Costs (Please explain in Detail):

\_\_\_\_\_

Reoccurring Annual Support Cost: \_\_\_\_\_

Printed name & title of person submitting proposal:

\_\_\_\_\_

Signature of person submitting proposal:

\_\_\_\_\_

State of Alabama     )  
County of Baldwin    )

**CONTRACT FOR PROFESSIONAL SERVICES**

This Contract for **Professional Services** is made and entered into by and between the County of Baldwin (hereinafter called “COUNTY”) acting by and through its governing body, the Baldwin County Commission and PROVIDER, (hereinafter referred to as “PROVIDER”).

**WITNESSETH:**

**Whereas,**

**Whereas,**

**NOW, THEREFORE,** in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

**I. Definitions.** The following terms shall have the following meanings:

- A. COUNTY:                   Baldwin County, Alabama
- B. COMMISSION:            Baldwin County Commission
- C. PROVIDER:

**II. Obligations Generally.** The COUNTY hereby retains, and the PROVIDER agrees to perform for the COUNTY, those professional services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

**III. Recitals Included.** The above recitals and statements are incorporated as part of this Contract and shall have the effect and enforceability as all other provisions herein.

**IV. Professional Qualifications.** For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

**V. No Prohibited Exclusive Franchise.** The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

**VI. Representation/Warranty of Certifications, Etc.** PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

**VII. Legal Compliance.** PROVIDER shall at all times comply with all applicable federal, State, local and municipal laws and regulations.

**VIII. Independent Contractor.** PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER is not an employee, servant, partner, or agent of the COUNTY and has no authority, whether express or implied, to contract for or bind the COUNTY in any manner. The parties agree that PROVIDER shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate in providing the aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

**IX. No Agency Created.** It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Contract. Therefore, the PROVIDER does not in any manner act on behalf of COUNTY, and the creation of such a relationship is prohibited and void.

**X. Unenforceable Provisions.** If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Contract shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**XI. Entire Agreement.** This Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by all parties.

**XII. Failure to Strictly Enforce Performance.** The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

**XIII. Assignment.** This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

**XIV. Ownership of Documents/Work.** The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

**XV. Notice.** Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY: Baldwin County Commission  
c/o Chairman  
312 Courthouse Square  
Suite 12  
Bay Minette, AL 36507

**XVI. Services to be Rendered.** PROVIDER is retained by the COUNTY as a professionally qualified **contractor**. The general scope of work for the services shall include all the terms and Conditions of **“Request for Proposals,”** the same being expressly incorporated herein by reference, and without limitation will encompass:

**“All provision and conditions and/or specifications listed/stated in the Request for Proposals for Baldwin County Juvenile Justice Information System Software Solution.”**

- A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.
- B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.
- C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

**XVII. General Responsibilities of the COUNTY.**

- A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER’s services hereunder or any defect or nonconformance in the work of PROVIDER.
- B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

**XVIII. Termination of Services.** The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving ten (10) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

**XIX. Compensation Limited.** The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Contract and shall not be demanded by PROVIDER or paid by COUNTY.

**XX. Direct Expenses.** Compensation to PROVIDER for work shall be \$ \_\_\_\_\_. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

**XXI. Method of Payment.** PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

**XXII. Effective and Termination Dates.** This Contract shall be effective for six (6) months and commence immediately upon the same date as its full execution and same shall terminate upon both the expiration of six (6) months or either by giving ten (10) days written notice of such to the other party. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

**XXIII. Force Majeure.** The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason of an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

**XXIV. Indemnification.** PROVIDER shall indemnify, defend and hold County, and its Commissioners, affiliates, employees, agents, and representatives (collectively referred to in this Section XXIV as "COUNTY") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitations, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature whatsoever, incurred by, asserted against, or imposed upon COUNTY, as a result of or in any manner related to provision of services hereunder, or any act or omission, by PROVIDER. PROVIDER shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

**XXV. Number of Originals.** This Contract shall be executed with three (3) originals, each of which are equally valid as an original.

**XXVI: Governing Law:** This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

**XXVII: Insurance:** Prior to performing services pursuant to this Contract, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than \$1,000,000, combined single limit, for both

bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Contract until insurance is obtained, terminate this Contract immediately without further action, or hold Provider in material default and pursue any and all remedies available.

IN WITNESS WHEREOF, the parties hereto have executed this Contract on the last day of execution by the COUNTY as written below.

COUNTY

ATTEST:

\_\_\_\_\_/\_\_\_\_\_  
 BILLIE JO UNDERWOOD, Chairman /Date

\_\_\_\_\_/\_\_\_\_\_  
 WAYNE DYESS, /Date  
 County Administrator

State of Alabama)  
 County of Baldwin)

I, \_\_\_\_\_, a Notary Public in and for said County, in said State, hereby certify that, Billie Jo Underwood, whose name as Chairman of Baldwin County Commission, and Wayne Dyess, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
 Notary Public  
 My Commission Expires

**SIGNATURE AND NOTARY PAGE TO FOLLOW**

PROVIDER:

*Insert Provider Name*

\_\_\_\_\_/\_\_\_\_\_  
By \_\_\_\_\_/Date  
Its \_\_\_\_\_

State of Alabama)  
County of \_\_\_\_\_)

I, \_\_\_\_\_, Notary Public in and for said County and State, hereby certify that \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said \_\_\_\_\_.

GIVEN under my hand and seal on this the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public \_\_\_\_\_  
My Commission Expires \_\_\_\_\_