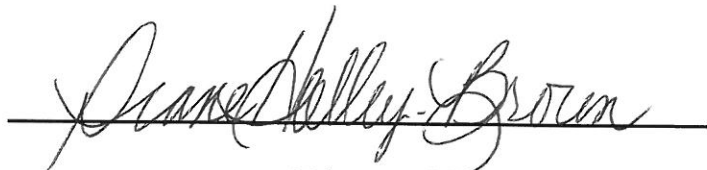


# NOTICE

Please note that this bid from Wescom for VNF16\*3 was received at the Purchasing Division office prior to the established bid opening date and time on January 21, 2016, as noted on the coversheet of the electronic bid, but was not loaded properly at the public bid opening. This bid has since been loaded and is now posted.

A handwritten signature in cursive script, reading "Diane Holley-Brown", is written over a horizontal line.

Diane Holley-Brown  
Assistant Purchasing Director



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at ***wvOASIS.gov***. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at ***WVPurchasing.gov*** with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header

[List View](#)

**General Information** [Contact](#) [Default Values](#) [Discount](#) [Document Information](#)

Procurement Folder: 164045

SO Doc Code: CRFQ

Procurement Type: Central Contract - Fixed Amt

SO Dept: 0613

Vendor ID: VS0000007749

SO Doc ID: VNF1600000003

Legal Name: Wescom Solutions Inc

Published Date: 1/12/16

Alias/DBA:

Close Date: 1/21/16

Total Bid: \$0.00

Close Time: 13:30

Response Date: 01/20/2016

Status: Closed

Response Time: 11:22

Solicitation Description: ADDENDUM #4 ELECTRONIC  
MEDICAL RECORDS SOFTWARE

Total of Header Attachments: 0

Total of All Attachments: 0





| Line | Comm Ln Desc                        | Qty | Unit Issue | Unit Price | Ln Total Or Contract Amount |
|------|-------------------------------------|-----|------------|------------|-----------------------------|
| 1    | Electronic Medical Records Software |     |            |            | \$0.00                      |

| Comm Code | Manufacturer | Specification | Model # |
|-----------|--------------|---------------|---------|
| 43232610  |              |               |         |

|                        |  |
|------------------------|--|
| Extended Description : | PLEASE READ THIS SECTION IN ITS ENTIRETY:<br>IF VENDOR IS SUBMITTING AN ELECTRONIC BID:<br>Vendor MUST complete the ATTACHED Pricing Page, Exhibit A. If bidding in electronically, vendor is to put \$0.00 on each commodity line, complete the Excel pricing page, and upload in to WVOasis as an attachment. Only pricing submitted via Exhibit A pricing page will be evaluated for award. |
|------------------------|--|

# State of West Virginia

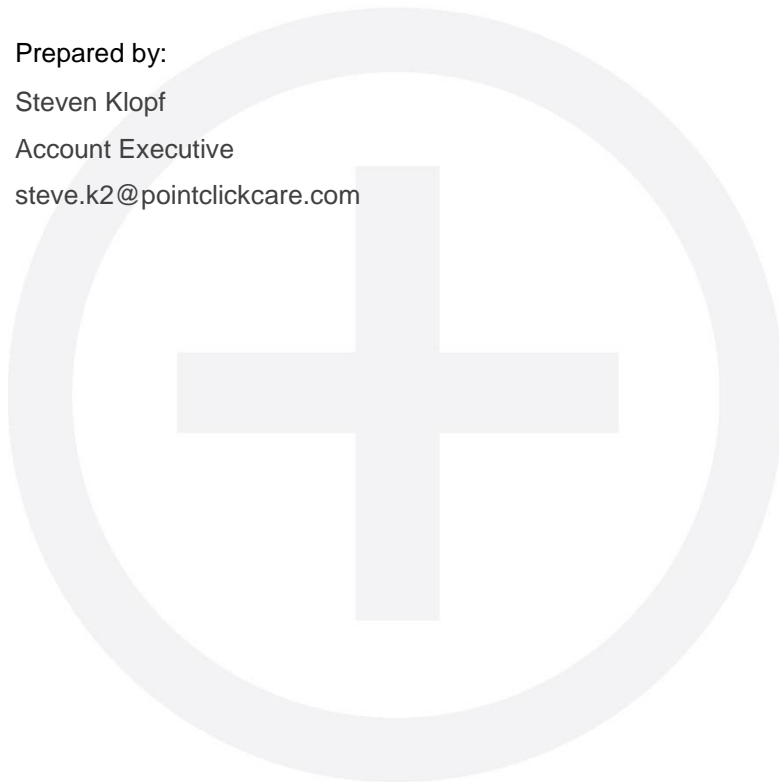
## Request for Proposal - **CRFQ VNF1600000003**

Prepared by:

Steven Klopf

Account Executive

steve.k2@pointclickcare.com



@pointclickcare



/pointclickcare



pointclickcareEHR

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January 14, 2016

Crystal Rink  
Purchasing Department  
State of West Virginia  
2019 Washington Street East  
Charleston West Virginia, 25305

Dear Crystal,

Operating in an environment where being paid for services depends on adhering to complex regulatory requirements can affect both cash flow and profitability. Equally challenging is the need to ensure compliance in a multi-facility environment where staff turnover is often high, as is the risk of litigation. You know you need to improve connections with upstream providers but don't have the time or resources to implement complex systems that can solve this and other challenges. PointClickCare recognizes the unique challenges you face: the attached proposal outlines how we can help State of West Virginia.

The senior care market, with its ever-changing regulatory landscape, faces unique challenges regardless of facility size, structure or position on the senior care continuum. You know all too well how reimbursements, readmissions, compliance, errors and omissions and occupancy affect your entire organization.

To remain competitive, provide exceptional care and retain staff, you need to:

- Maximize reimbursements
- Reduce hospital admissions
- Lower staffing costs
- Improve quality of care
- Improve revenue cycles

With PointClickCare's cloud-based software platform, you gain access to the same proven EHR platform as the large providers, but select (and pay for) only those solutions you need now. As your requirements grow, you can easily add more functionality, supported by our knowledgeable, regionally-dedicated team. Staff will quickly master the new system, with the help of professional, web-based user training and intuitive design.

We are confident that State of West Virginia Veteran Homes will see the benefits of joining the over 10,000 senior care facilities North America-wide, including Skilled Nursing Facilities like yours, who have chosen to partner with PointClickCare. Our exclusive focus on, and in-depth knowledge of, the senior care sector makes us uniquely positioned to help address all your challenges. Not only do we have a large and long-term customer base, but those customers remain satisfied, as evidenced by our 98.9% lifetime customer retention rate.

I will be in touch after the bid is opened to discuss this proposal with you and outline some possible next steps.

Sincerely,

Steve Klopf  
Account Executive  
PointClickCare

Office: 815 334 1128    Mobile: 513 236 0788    Fax: 815 334 1154  
email: [steve.k2@pointclickcare.com](mailto:steve.k2@pointclickcare.com)

## Executive Summary

Helping the State of West Virginia to enrich the lives of seniors and having to re-enter data is both time-consuming and error prone, whether entering ancillary charges or communicating with clearinghouses. Data needs to be supported with clinical details, and both planned and unplanned activities have to be captured. All this information needs to be presented in comprehensive but understandable bills that reflect the agreed-upon services. We thoroughly understand the environment in which Skilled Nursing Facilities like yours operate and deliver solutions that will help your organization thrive.

### The Challenges You Face

In our 15 years of work in the senior care marketplace, we have come to understand much about this challenging sector. We recognize how difficult it is to balance the competing pressures of regulatory compliance, staff retention and service provision. Some of the key issues we believe you face are outlined below.

#### Inability to maximize reimbursements

Without accurate and timely access to data about services you are providing to patients, it can be difficult to ensure that claims are complete. You may be missing an opportunity to receive the funding you are entitled to, reducing your profit margin and limiting your ability to make facility improvements. Lost funding opportunities also make it difficult to attract and retain vital staff.

#### Ever-changing and expanding regulatory rules

CMS and regulatory rules are constantly changing and becoming more complex and demanding. You need to be aware of the current state of regulations so you can ensure systems are in place to guarantee compliance. Failure to do so can lead to fines, rate cuts and a lower score on the CMS Five-Star Quality Rating System, risking the overall performance of your facility.

#### Inefficiencies of paper charting

Paper charting can easily fail to capture all necessary data, particularly in busy work environments. Without full and accurate documentation of provided care, patients may be inadvertently put at risk. You may also not be in full compliance with regulations. Documentation and medication issues can be particularly costly when it comes to the annual State Survey.

#### Competition for occupancy rates

You face competition for patients from all sources in the community, primarily for those leaving hospitals. To attract and retain patients you need to maintain a high score on the CMS Five-Star Quality Rating System, increase positive community perception and keep readmission rates to a minimum.

### The Outcomes You Desire

All of our thousands of customers, regardless of size, structure or location, share some common business goals. We are confident that PointClickCare can help State of West Virginia, as we have helped other Skilled Nursing Facilities, achieve those goals, some of which are described below.

#### Maximize reimbursements

With maximized reimbursements comes increased cash flow and profit margins. That reduces your risk and ensures business stability. It also means you can provide better care to patients, which improves the overall morale and reputation of your facility.

#### Reduce hospital readmissions

When you can demonstrate fewer readmissions, hospital partners recognize that you provide quality care. The result? Increased referrals from hospital networks, resulting in higher Medicare census. This leads inevitably to higher revenue and increased profit.

### Decrease staffing costs

Your staff are one of your highest cost centers, being both highly regulated and difficult to keep in proportion to census levels. Increasing the efficiency of staff reduces costly overtime and may even lead to a reduction in FTE count. It also allows caregiver time to be allocated to higher value tasks.

### Enhance quality of care

Devoting more time to patient care and less to administrative tasks inevitably leads to improved quality of care. Decision making based on accurate, real-time data also contributes to improved care outcomes. All those involved in care, including physicians, should have access to the data they need to perform their jobs accurately and thoroughly.

### Improve revenue cycle

Visibility into collections and eligibility, along with reduced errors and claim rejections, leads to smooth, predictable cash flow and revenue streams. With the confidence this provides, you can better plan and execute long-term strategic plans.

## Our Proposed Solution

PointClickCare's proven solutions are designed specifically for the senior health market: developing, improving and supporting our cloud-based software platform is our sole focus. Since we offer a SaaS model, you can start reaping the benefits of the software with minimal or no hardware investment. We work with you to implement the selected services so they reflect your individual needs and offer a variety of training alternatives for fast and easy adoption.

### Care Delivery Management Solutions

At the heart of the PointClickCare Solution is the Electronic Health Record (EHR). The EHR allows you to effectively document and manage the entire lifecycle of patient care, seamlessly connecting clinical, billing and administrative processes and data. Capture a large amount of information, including assessments, care/service plans, incidents and more, in a single electronic repository. Staff use the Point of Care function to access key information, tasks lists and schedules, and to complete documentation, all while in close proximity to the patient.

Additional functionality that we recommend to meet State of West Virginia's needs:

- Save time and reduce errors by having staff enter and review medication, lab, diagnostic, and diet and non-medication orders electronically with Medication Management. Medication orders are transmitted directly to certified pharmacy systems.
- Encourage collaboration and increase response times between healthcare professionals with Secure Conversations. This HIPAA-compliant text message solution captures the content of conversations and updates patients' EHRs automatically.
- Enhance meal service, increasing patient satisfaction and staff productivity while reducing meal costs, with Nutrition Management. Maintain the nutritional profile for each patient centrally, while producing automated snack and ancillary item labels for individual patients.
- Maximize the time healthcare practitioners spend with patients using Practitioner Engagement. This groundbreaking solution allows healthcare professionals to access patient information and deliver care anytime, anywhere, through a mobile device. With connected, coordinated care comes better decision-making and, as a result, better patient outcomes.

## Quality and Compliance

Reduce hospital readmissions with better transitions between care settings and enhanced care in the home thanks to eINTERACT. Understand and help avoid incidents with the Risk Management Incident Reporting module which logs incident details, including follow-up actions.

## Financial Management Solutions

PointClickCare's Financial Management solutions provide comprehensive, integrated tools that bolster the financial health of your business:

- Easily produce accurate patient billing for major payers (private, Medicare, Medicaid, managed care, and other commercial insurance) including reporting and data export. (Accounts Receivable and Billing module)
- Quickly create and communicate important documentation (admission, transfer and discharge) for clinical and billing purposes. (Census Management module)
- Improve the accuracy and efficiency of your collections with visibility into detailed account tracking. (Collections module)
- Enhance financial transparency by managing vendor information, invoices, adjustments and checks. (General Ledger & Accounts Payable module)
- Ensure the accuracy of claims and reduce errors, getting the right claims to the right organization, at the right time. (Claims Management module)
- Efficiently manage patient trust accounts, including maintenance charges and patient banking. (Trust module)

## Why Choose PointClickCare?

With its exclusive focus on the senior care marketplace, innovative software and depth of experience, PointClickCare offers you some unique advantages:

The advantages of SaaS (Software as a Service) are well-known. SaaS lets you choose just the functionality you need, requires minimal infrastructure investment and provides simpler license management. The first and only pure SaaS provider in the senior care market, we have a proven record of responding to changing customer needs in an ever-evolving regulatory landscape.

Benefit from our extensive experience implementing solutions for senior care organizations of all sizes and structures. Since PointClickCare is found in so many institutions, you can engage technology partners to provide support to your implementation if necessary. You can also easily hire staff who have used PointClickCare before, eliminating or reducing the learning curve for new hires.

PointClickCare helps you save time and avoid errors by importing rather than keying-in ancillary charges. Use the Trust module to ensure that patient monies are being managed appropriately at all times. Thanks to integrated clinical and billing systems, bills contain all the appropriate information and can be produced at the click of a button.

We have listened closely to your specific challenges and experiences and feel that this proposal clearly explains how PointClickCare will offer benefits throughout your organization. We are confident that State of West Virginia will recognize, as 10,000 other senior care facilities have, the value of choosing to partner with PointClickCare.

## Request for Proposal

**3.1.1** The awarded vendor must have a minimum of two years' experience in completing similar projects. References, copies of any staff certifications or degrees applicable to this project. Proposed staffing plan; descriptions of past projects completed entailing the location of the project, project manager name and contact information, type of project and what the project goals and objectives, where and how they were met.

PointClickCare opened in 2000 and as of 2016, has been in business for sixteen years. Our development staff experience ranges from 25 years in the software development field to new graduates. We annually, commit 750,000 development hours to our product.

For more information about PointClickCare, see [Corporate Overview](#), attached.

**3.1.2** The product must be capable of processing clinical and financial audits for all portions of software.

[The Clinical and Financial applications can produce audits.](#)

**3.1.3** Vendor must be able to list the security reports the product provides prior to go-live to meet all auditing and HIPAA reporting needs.

In response to HIPAA guidelines and HIPAA audit, please see SAS16 Audit Wescom SOC1 Report 2012 (FINAL) in the Appendix. Our data center audit findings are contained in the Equinix (IBX+) - 2012 - SOC 1 (SSAE 16 - ISAE 3402) Type 2 – Report.

**3.1.4** The system must have the ability to create new security rights/roles based on new workflows or enhancements (e.g. customer-developed content such as psych notes or departmental flow sheets.)

[The system creates role-based access controls for users are incorporated into the PCC application](#)

**3.1.5** The system must have the ability to terminate user connections/sessions by an administrator (remotely) if a breach is suspected.

[Yes](#)

**3.1.6** The system must have the ability to lockout users (for upgrades, security breaches, employee terminations, etc.).

**3.1.7** The installation and integration must be complete within 120 days after award.

[Yes. PointClickCare has the resources to complete the implementation. The facility must ensure that the necessary resources are available for the implementation as per the Implementation Overview, attached.](#)

**3.1.8** The agency will accept that the system is complete and operational for 120 calendar days without any errors. After that time period is up, the vendor will submit a change order to start the first (1<sup>st</sup>) year maintenance.

[A more detailed explanation is required before we can complete the above response.](#)

**3.2** At a minimum, vendor's application must provide the following data protection:

**3.2.1** The system must be capable of securing patient's data at all times and in all modules of the product (e.g., strong password protection or other user authentication, data encrypted at rest, data encrypted in motion).

[Yes. PointClickCare complies.](#)

**3.2.2** The system must be capable of securing patient data when accessed via handheld devices (e.g., secured through SSL websites, iPhone apps, etc.)

[Multi-layered security restricting access to authorized users](#)

**3.3** The business operations system or billing system must provide the following functionality at a minimum:

**3.3.1** The system must allow for and account electronic deposits, withdrawals and transfers between Resident Trust Funds.



Yes

**3.3.2** System must be capable of calculating eligibility percentages using demographic data.

[More information required.](#)

**3.3.3** System must provide standard billing reports for the user to query and aggregate individual patient financial information from resident trust funds.

Yes

**3.3.4** System must have the ability to create resident trust funds within application. Also have drop down boxes with prefilled descriptions of deposits/debits/credits.

[Yes through picklists in the trust module](#)

**3.3.5** The system must be capable of creating and running on demand custom reports, such as resident trust fund and census throughout the course of the day. Ability to run quarterly reports on resident trust funds and have the ability to input and run reports by inputting multiple residents at one time. The system must be able to print bulk invoices for filling resident assessment/invoices in a format compatible with generally accepted accounting principles.

Yes

**3.3.6** Must have the ability to print from a specified date in ledger and summary areas, as well as yearly reports by printing individualized or print on demand resident numbers of five (5) to ten (10) at one given time.

[Yes. This functionality will be released in January 2016.](#)

**3.3.7** Must have the ability to input changes to resident account from any field. Shall have the ability to choose a multiple list of residents by different fields such as resident number, address, phone number or responsible party and print that information for the group of chosen residents.

Yes

**3.3.8** The system must utilize initial intake data for display of a resident account, providing the Business Office with a minimum of the following information:

**3.3.9** Resident number - [Yes](#)

**3.3.10** Resident name - [Yes](#)

**3.3.11** Address - [Yes](#)

**3.3.12** County of residence - [Yes](#)

**3.3.13** Social security number - [Yes](#)

**3.3.14** Gender - [Yes](#)

**3.3.15** Date of birth - [Yes](#)

**3.3.16** Age - [Yes](#)

**3.3.17** Branch of Armed Forces - [Yes](#)

**3.3.18** 70% service connect status - [Yes](#)

**3.3.19** Room number/location - [Yes](#)

**3.3.20** Language preference - [Yes](#)

**3.3.21** Religion reference - [Yes](#)

**3.3.22** Home phone - [Yes](#)

**3.3.23** Cell phone - [Yes](#)

**3.3.24** Other phone - [Yes](#)

**3.3.25 Resident type - Yes**

**3.3.26 Current status (current resident, death, bed hold, etc.) with an attached date of status update. - Yes**

3.3.27 Reports shall be set up to run automatically as well as routed to a specific person within the office. All reports must be exportable to Excel or Equal, or have customizable query option in the Business Office operations system.

Yes. Some of the most commonly used reports are exportable to Excel.

**3.4** In addition to industry accepted base functionality in current resident assessment instrument the Minimum Data Set 3.0, the system:

Yes

**3.4.1** Must have ability to have Resident Assessment Instrument Manual in the application.

Yes. The manual is automatically updated as MDSs are released.

**3.4.2** The vendor must provide to the customer a version release, patches and scheduled anticipated down times for the next 12 months one week ahead of time.

Yes

**3.4.3** Vendor must provide to the customer projected upgrade/migration times when the next version of the Minimum Data Set is released.

Yes

**3.4.4** The application must have the ability to conduct, as needed, the following reports: Accounting/Financial Reports, Clinical Reports, Therapy Reports, Medical Records, Activities Reports, Dietary Reports and Pharmacy Reports.

Yes, for more information about reports see List of Reports, attached.

**3.5** System must have the ability to automate and coordinate clinical documentation through an integrated clinical documentation system including the deployment of an electronic point of care documentation system.

Yes. The application provides auditing features that notify the staff of any incomplete tasks and other activities that are required through point of care. All ADL-related activities will flow into the resident MDS assessments.

**3.5.1** System must be able to automate and coordinate information from collection and reporting to create improved documentation of in care planning and resident assessments by using an electronic MDS 3.0 documentation system.

Yes. All documentation collected can flow into all clinical modules and can be used to improve the documentation of care planning.

**3.5.2** System must have the ability to automate and electronically integrate business functions with clinical and reporting systems such as clinical census and invoice reporting.

Yes, the application Billing module integrates with clinical modules.

**3.5.3** Must create a seamless integration of all applications including therapy, pharmacy and other business applications.

Yes, provided the integrations are with certified PointClickCare Business Partners. Along with its certified business partners, PointClickCare currently supports over 100 direct connect integrations.

**3.5.4** The system must provide administrative tools, such as drop downs or flags that give the recommended answer from the clinical information gathered for organizing to build care plans, guidelines and protocols for use during patient care planning and care.

Yes.

**3.5.5** System must generate and automatically record in the care plan document, patient- specific instructions related to pre- and post-procedural and post-discharge requirements.

Yes

**3.6** The system must provide an electronic mechanism to document, record and produce documentation of MDS quality indicators QI (quality indicators).

Yes.

**3.6.1** The system must allow for auto alerts for MDS for the 175 quality indicators, quick reporting, tracking and trending.

Yes

**3.7** System must provide cross vendor integration for all applicants.

PointClickCare has over 100 integration partners. Provided the applicant is a partner, integration is an option.

**3.7.1** Vendor must provide with the bid a complete list of available interfaces for pharmacy, laboratory, imaging, therapy, Resident Tracking and Locating Systems (RTLS), Nurse Call Systems, MDS 3.0, invoice billing system.

PCC interfaces with 100+ third party vendor systems including pharmacies, laboratory, imaging, therapy, billing system, MDS 3.0 and many more. Further information is required with respect to the Nurse Call Systems integration capabilities.

**3.7.2** Vendor must provide any and all additional charges for interface buildings including mappings.

Further information is required in order to understand building mappings.

**3.8** The vendor must provide the following Computerized Physician Order Entry (CPOE) features and functionality:

Yes

**3.8.1** A list of templates in PDF format, as they relate to Physician Orders with bid.

PointClickCare can create custom order templates.

**3.8.2** The system must allow multiple resolvable items to be mapped to a single orderable item (e.g., skin tests have multiple antigens [resolvable] which must map to a single orderable item code).

PointClickCare can provide a user-defined menu of standard Care Plans for single and multiple diagnoses.

**3.8.3** The system must allow free text ordering by allowing handheld devices such as cell phone, iPad, Notebook, laptop and more, to be used by the physician to write orders and must have ability for the Physicians electronic signature on those orders.

Yes. Specific applications are available in I-Tunes which are specifically for physician documentation.

**3.8.4** Must allow the end user the ability to cancel pending medical orders, send an outbound interface message result, and send the cancellation message to third party systems.

Yes, but must be connected to a certified business partner.

**3.8.5** Provide International Classification of Disease Tenth Edition (ICD-10) conversion plans, including: current pre-loading of ICD-9 codes, risk mitigation plan for the ICD-10 conversion, estimated down time and the communication plan with customers.

PointClickCare converted its US customers to ICD 10 on October 1, 2015.

**3.8.6** System must allow customization questions per order to be developed, and demonstrate how these items are built and managed by the customer and allow for these items be classified as "required" or "optional" to complete.

Yes

**3.8.7** Must allow recurring/standing orders per user or specialty.

Yes

**3.8.8** Must provide reporting tools capable of monitoring all Computerized Physician Order Entry steps (e.g. unsigned orders, overdue orders, etc.)

Yes

**3.9** The vendor must provide the following e-Prescribing (e-Rx) features and functionality:

Yes. PointClickCare can display order summaries on demand to allow the clinician to review/correct all orders prior to transmitting/printing the orders for processing by the receiving entity.

**3.9.1** Must provide which local pharmacies interface with the system.

Yes the application has an existing interface agreement with QS1 and Framework pharmacy software to provide ePrescribe capability. Fully supports bi-directional – census, order, fill refill, cancel messaging with pharmacies. Please note that this functionality is available, however the pharmacy must first become a certified business partner.

**3.9.2** Must incorporate fax server in the software application.

For added flexibility, our software integrates with many fax modem systems to allow for the electronic faxing of all printable system output.

**3.9.3** Must have the ability to segregate prescription faxes from other faxed documents within the system.

No. This task must be performed manually at the present time.

**3.9.4** Must provide the security audit logs and policies embedded in the software to govern who can eRx.

Yes

**3.9.5** Must provide regular medication updates such as recalls, medication interactions, and medication side effects.

Yes. Through black box warnings.

**3.9.6** Must provide a way to distinguish the name, roles and date a medication is added to the system. (MD, RN, MA, PA/NP)

Yes

**3.9.7** Audit features must include a running history of prescription renewal changes.

Yes

**3.9.8** Must provide a security role for the consultant pharmacist.

Role-based access controls for users are incorporated into the PCC application.

**3.10** The vendor must provide information on the following infrastructure and technology requirements and any associated costs that may be incurred to ensure the software will operate as designed:

Yes. Data in transit is encrypted using a 2048 bit digital certificate.

**3.10.1** Must provide direct SaaS (Software as a Service) solutions included in bid.

PointClickCare was the first Long Term Care software provider to establish the SaaS delivery model, and currently we have over 12,000 buildings under contract. PointClickCare follows a SaaS model, patching is non-interruptive. Patches are applied, as required. As a SaaS model, there are no remote maintenance requirements. Clients are expected to maintain patch levels on the end user's browsers and operating systems.

**3.10.2** Must name all third party vendors required to provide the solution, including those that host any part to the connective and processing of the data.

Not applicable. We are a SaaS delivery model.

**3.10.3** Must provide all levels of technical support 24/7 phone calls and on-site.

24 x 7 x 365 support is provided to all clients. On-site support is optional and quoted separately.

The following support options are included in PointClickCare support.

- PCC Standard Service hours are 8:00am to 7:00pm EST, followed by emergency after-hours from 7:00pm to 8:00am EST
- Weekends and holidays are covered by PCC emergency after-hours support.
- A PCC emergency after-hours representative can be reached by calling into our regular toll-free number.
- Average response times for support calls are targeted around our call resolution SLA outlined in the following table.

| Severity Level           | Description   | Priority             |
|--------------------------|---|----------------------|
| Urgent/Critical          | A condition that prevents users from accessing or using a critical function of PointClickCare   | Same day resolution  |
| High/Serious (Major)     | A condition that prevents users from meeting production processes/schedules or is making production materially more difficult or costly for the user.                                       | Next day resolution  |
| Medium/Important         | A condition in which PointClickCare is performing in an unpredictable manner or is producing incorrect results, but is not materially impacting production or business processes/schedules. | Two day resolution   |
| Low/Inconvenient (Minor) | A condition in PointClickCare that inconveniences the user.   | Three day resolution |

Incidents to our Customer Support Services department will be logged and analyzed by a first Call Resolution (FCR) Representative to determine complexity of the issue.

- The FCR representative will resolve and close all T1 level issues with the client.
- The FCR representative will escalate all T2 level issues to a case manager for further analysis.
- The Case Manager may work with T3 – level support or SMEs as required to resolve incidents.
- The Case Manager will contact customer inquiry contact to implement resolution.
- New releases and software maintenance are part of the support agreement.

**3.10.4** Must provide all tiers and descriptions of the service level agreements available to customers to be included with the bid.

The Service Level Agreement listed below is the only SLA offered, and is accessible to all clients. All clients are treated equally.

This Service Level Agreement serves as a set of guidelines to better understand PointClickCare's Help Desk support services. Service priorities are defined below. Priorities that cannot be immediately determined by our Help Desk representative are escalated in accordance with Wescom's staff escalation process. The "Initial Response Time" is the time in which the customer reporting the service request is provided with an initial diagnosis of the request and provided with a "Service Request" number (SR#) to track the request. The "Target Resolution Time" is the expected timeframe that the Service Request will be resolved. Help Desk support is available 24 hours a day, 7 days a week, and 365 days a year.

For more information, see PointClickCare's Service Level Agreement, attached.

| Priority Level              | Problem Description   | Initial Response Time               | Target Resolution Time  | Commitment  |
|-----------------------------|---|-------------------------------------|-------------------------|---|
| <b>Urgent</b><br>(Critical) | A condition that is halting production without an economically feasible alternate method to run PointClickCare or prevents users from accessing or using a critical function of PointClickCare.<br><br><i>Examples:</i><br><br>- Users cannot login to the application (does not include Users forgetting or losing their password).<br><br>- Data is corrupted in the PointClickCare database.   | 1 hour, 24 x 7 x 365                | 1-2 business days       | The problem will be worked on 24 x 7 x 365 until fixed or a reasonable workaround is applied.                 |
| <b>High</b> (Serious)       | A condition that is deterring user from meeting production processes/schedules, is seriously impacting the use of PointClickCare, is making production materially more difficult or costly for user, or results in material corruption of any of user's Data.<br><br><i>Examples:</i><br><br>- Charge generation process does not run.<br><br>- MDS submission process does not run.<br><br>- Interfaces to ERP, census, etc. do not run. | 1 hour during primary support hours | Mutually agreed to time | The problem will be worked on during primary support hours until fixed or a reasonable workaround is applied. |
| <b>Medium</b>               | A condition other than those described above  | 1 hour during                       | Mutually agreed         | PCC will work with  |

|                              |   |                                     |                         |  |
|------------------------------|---|-------------------------------------|-------------------------|--|
| (Important)                  | in which PointClickCare is performing in an unpredictable manner or is producing incorrect results but is not materially impacting production or business processes/schedules.<br><br><i>Examples:</i><br><br>- Quick ADT does not clear bed when a resident is discharged. | primary support hours               | to time                 | customer to mutually prioritize and schedule resolutions into regular release cycles.                    |
| <b>Low</b><br>(Inconvenient) | A condition other than those described above in which inconsistencies, irregularities and/or limitations in PointClickCare or an Application that cause inconvenience to user.  | 1 hour during primary support hours | Mutually agreed to time | PCC will work with customer to mutually prioritize and schedule resolutions into regular release cycles. |

**Note:**

1. PointClickCare does not reset passwords for users. You will need to contact your immediate supervisor.
2. PointClickCare only supports users who have been trained on the application. If you have not yet been trained, please contact your Internal/Corporate training resources.
3. If you are currently in the implementation process, please contact your trainer.
4. When entering the description on the support form, examples and steps to recreate the issue are extremely important to help resolve issues more quickly. All valuable information is appreciated.
5. It is extremely important to get the urgency of your case set correctly. PointClickCare reserves the right to reprioritize any SR# without notice.

**3.10.5** Must provide a list to customers of required or recommended firewall technology on the client side to be included with the bid.

Fire walls externally, internal based on role. There are currently seven layers of physical device security at the PointClickCare Data center. Including but not limited to: Geo-Location Filtering, DOS protection, SSL hijacking protection, Multi-Vender Access controls limiting access to specific application port needed, AV, IDS Multiple layers of account controls, Client based access control inside of the PointClickCare application allow for additional IP address filtering to the client's address controlling possible access to client's specific database.

**3.10.6** Product must have the ability to be securely accessed from any location with an Internet/broadband connection, also must provide security requirements for remote users.

Yes. Our software allows you to remotely access a centralized database from multiple locations.

**3.10.7** Vendor shall list all security enhancements which must be accommodated on client workstations e.g. Internet sites trusted, active x controls enables, Dot New versions supported, registry modifications, etc.)

For more information, see Technical Requirements document attached. All notices of enhancements are posted to the client's home page.

**3.10.8** Product must support the following external devices:

- USB Devices
- Scanners (Manufacturer/Model)
- Handheld (i.e. Barcode, PDA, BlackBerry Devices, etc.)
- Card Readers (i.e. Smart Card, Security)

- Other Input Devices

Mobile Device Hardware:

- iPhone 5 or newer
- iPad 3rd generation or newer
- iPad mini
- iPod Touch 5th generation or newer

Mobile Device Software:

- iOS8.x, iOS 7.x

**3.11** Prior to going live, product must provide the minimum workstation requirements to run the software including:

- Manufacturers/Models
- Processor
- Storage
- Memory
- Operating System

**PointClickCare Network and Operation System**

Server Operating System - There are no server platforms required. The Replicated Reporting Database runs on SQL server in our hosted solution.

**PointClickCare Operating Environments**

A standard browser is required for support of the full application. Touch screen tablets are supported for the eMAR and Point of Care modules. The latest Apple iPad OS is supported for collecting MDS Assessment data.

For more information about Technical Requirements, see the attached Technical Requirements document.

**3.12** Prior to going live, vendor must provide required type of client (i.e. Citrix, Oracle, Clientware, Cisco VPN, etc.) to utilize software.



Following is a list of PCC recommended hardware specifications. These specifications represent an ideal hardware platform based on current market availability.

**Workstation**

Processor – Pentium Core 2 Duo 2 GHz

RAM – 4 GB DDR-2

Hard Drive – 80 GB SATA

Video – Supports 1024x768 screen resolution

Monitor – 17" Flat Panel

Mouse – USB Optical Scroll Mouse

Keyboard – USB Standard

Wireless a/b/g/n Adapter

Operating System – Vendor supported operating systems (not Windows XP) with browser capability for Internet Explorer (IE), FireFox, Chrome or Safari

Internet – 4 Mb/s Broadband DSL / Cable Redundant Internet

Connections - Facility Internet Bandwidth – T1 or Fractional T1

**Minimum Hardware Requirements**

**Workstation**

Processor – Pentium 4 2GHz

RAM – 256 MB DDR2

Hard Drive – 40 GB IDE

Video – Supports 1024x768 screen resolution

CDROM – 48x

Monitor – 17" CRT (this type of monitor pre-dates flat panels)

Mouse – PS2 Track Ball Mouse

Keyboard – PS2

Operating System – Vendor supported operating systems (not Windows XP) with browser capability for Internet Explorer (IE), FireFox, Chrome or Safari

Facility Internet Access –Broadband DSL or Cable

The PointClickCare application contains eMAR and Point of Care modules that support touch screen devices. The recommended device specification is shown below.

Screen - 17"/22" TFT SXGA/SXGA LCD Wide Angle Display (larger displays available for custom solutions)

Drive Storage - 2.5" 4GB SATA Solid-State Drive (SSD)

WiFi - Intel® WiFi Link 5100 PCIe Mini Card (supports a/b/g/n)

Processor - Intel® Atom™ N270 1.60 GHz (2.5W) CPU

Memory - 1.0 GB (up to 2.0 GB) OnBoard DDR2 SODIMM SDRAM

Dimensions - 17" : 372 x 324 x 53 mm / 22" : 510 x 352 x 55 mm

Weight - 4.19 Kgs (9.2 lbs) / 5.79 Kgs (12.8 lbs)

PointClickCare is compatible with many mobile tablet devices and the specifications for our mobile solutions are currently under review. Current mobile pilot facilities are leveraging iOS devices including ipod/iPhone, mini ipads and ipads.

**3.13** Product vendor must list all applications supported and/or need to be installed on the workstations including release and version include with the bid. For example:

- Java
- Flash
- Adobe reader
- Microsoft (i.e., Word, Excel, etc.)
- Antivirus
- Which folders/files must be excluded from active scanning?
- Crystal Reports
- Open Office
- Remote Access Software (WinVNC, RDP, GoToMyPC, etc.) for support.

No additional software is needed to run PointClickCare. What is needed to access the application is a support internet browser on a workstation running the latest Windows or Apple operating systems.

**3.13.1** Prior to going live, list any and all Open Database Connectivity drivers or Standard query Language applications that need to be loaded on workstations.

Individual workstations only require internet access to run PointClickCare.

**3.13.2** Vendor/Program shall list all scheduled application migrations scheduled within the next six months to one year.

New product releases are done on a quarterly basis, and any updates or patches are done as they are required. Historically, PointClickCare has released on average three (3) updates per year since its inception as a company.

**3.13.3** Two weeks prior, vendor must list expected downtime/testing/release timing to customer.

Yes. Advance notice is provided through the customer home page.

**3.13.4** Vendor must provide all data usage policies including details on how data is saved and stored to the administrator or designee prior to installation.

Customer data resides in a Tier III Datacenter. Facilities are manned 24x7x365. Facility access requires pre-clearance authorization along with proper identification. Access beyond lobby area requires two factor authentications including a biometric check. Access to the servers additionally requires knowledge of combination lock for each rack.

**3.13.5** Software must be able to download and distribute the patient's health record.

Yes. A copy of the resident's chart can be downloaded depending on the security role of the end user.

**3.13.6** Product must upload patient-provided records (either paper or electronic format, radiology, medical records, lab data, etc.)

Yes, radiology and lab results are received electronically, through certified business partners, both as structured data, PDF reports and images (where supported). Note: These images of low resolution and should not be used for diagnosis, but rather as reference only. Facilities can also manually enter radiology results and view both manually entered and electronically received radiology test results.

**3.13.7** Product must export information to CD/DVD in Comma Separate Values (CSV) or comma text delimited format, CCD, Computer Design Activity, Extensible Markup Language format.

There are several different areas within our software in which you can export data via CSV or other flat file format. An example of this is GL export files to a Financial Vendor like Great Plains or PeopleSoft.

**3.13.8** Must provide a schedule of daily maintenance performed on remote system including backups, updates, performance monitoring and enchantments.

As a SaaS model, there are no remote maintenance requirements. Clients are expected to maintain patch levels on the end user's browsers and operating systems.

Standard Maintenance is done Wednesday and Saturday mornings from 2:00 AM to 5:00 AM EST. In the case of application upgrade maintenance; this is performed in a rolling fashion which allows for a non-customer impacting or minimized disruption. Maintenance is announced one week in advance including change window length and expected outage disruptions, if any, inside of the change window.

For Infrastructure upgrades, service is switch flipped to backup components and service levels are verified prior to primary systems upgrade. Services are flipped back to the primary systems upgrade and functional testing is completed. Service levels are verified again before the backup units are upgraded. Again this procedure is designed to minimize client impact and service disruptions.

Emergency maintenance can be announced for any day of the week but we always attempt to execute maintenance windows from 2:00 AM to 5:00 AM EST.

**3.13.9** Must provide within 24 hours a contingency strategy or disaster recovery plan in the event internet service is lost and customer is unable to access your system and application.

Disaster Recovery is provided by PCC and we take this responsibility seriously. We can provide 24 hour limited (two users per site) and 72 hour full disaster recovery at an alternate data center. We can provide data recovery to within two hours of the incident. Monthly costs cover the administration, validation, bandwidth and shipping of the data to the DR site. We can manage redirection of the DNS to the DR location and will test procedures on a semi-annual basis.

**3.13.10** Data must be gathered during Internet outages and uploaded into the system when Internet is restored either manually or automatically and provide verification when the information has been uploaded.

All PointClickCare customers are recommended to have a failover Internet connection of a different media type (e.g. Cable and DSL, not 2 of the same type). The failover device should provide two wired connections – a primary and secondary with load balancing for speed and failover to the secondary if the primary fails. In addition, the failover device should notify the organizations IT team within 10 seconds of a problem.

**3.13.11** Vendor Must provide immediate notification if the site is unavailable, must provide resolution including steps the customer must take to mitigate operations to business, and a time estimate to restore the system to full functionality within 24 hours.

Disaster Recovery is provided by PCC and we take this responsibility seriously. We can provide 24 hour limited (two users per site) and 72 hour full disaster recovery at an alternate data center. We can provide data recovery to within two hours of the incident. Monthly costs cover the administration, validation, bandwidth and shipping of the data to the DR site. We can manage redirection of the DNS to the DR location and will test procedures on a semi-annual basis.

For more information, see PointClickCare Service Level Agreement attached.

**3.13.12** Vendor must provide a list of outages due to infrastructure issues in the last 24 months with bid.

PointClickCare has maintained an uptime of 99.7% SLA in regards to service in the past 24 months.

**3.13.13** Vendor must have redundant internet providers.

PointClickCare has redundant internet connections and the customer is also responsible for redundant internet connections.

**3.13.14** Vendor must provide a detailed list of network infrastructure requirements with bid.

For more information, see [PointClickCare Technical Requirements, attached](#).

**3.13.15** Vendor must provide a test environment prior to go-live for the customer to use on-site at the facility.

Yes - Training databases are a copy of the client's production database and can be refreshed.

**3.13.16** Vendor must provide documentation of proper encryption and antivirus on vendor servers, including policies that describe the audit process to identify attempted accesses with bid.

[PointClickCare has an annual SOC 1 audit report which would validate the encryption/anti-virus.](#)

**3.13.17** Provide proof of off-site disaster recovery location for the vendor server farm and frequency of testing with bid.

[The Production Servers are located in the Chicago, IL Data Center for US Customers and the Toronto, ON Data Center for Canadian Customers.](#)

**3.14** The vendor must provide information on the following technical service level agreements and vendor support with bid.

**3.14.1** Must provide all levels of each technical, training and service support with your standard service level agreement for each support program for the life of the contract.

Yes

**3.14.2** Must provide support statistics (# of support calls to the % of resolutions at each severity level.

[For the last fiscal year \(November 1, 2014 through October 31, 2015\), the following stats were reported:](#)

|   |      |
|---|------|
| Avg. Case Total/Month                   | 8813 |
| First Call Resolution (%)               | 63%  |
| Avg. Call Wait Time (min)               | 0.2  |
| Avg. Urgent Case Resolution Time (hrs.) | 1.7  |

**3.14.3** Vendor must provide 24/7 customer technical support throughout the life of the contract.

Yes.

**3.15** Must provide to the facility response timeframes per severity level. 24 hour maximum time frame to include phone, email, and fax.

Yes. We understand that it is imperative for you have support coverage available to you on a regular basis. Our standard service support hours are 8:00 am to 7:00 pm EST, followed by emergency after-hours from 7:00 pm to 8:00 am EST. Weekends and holidays are covered by our emergency after-hours support. A PCC emergency after-hours representative can be reached by calling our regular toll-free number. The following process is followed when responding to all support incidents.

- Incidents to our Customer Support Services department will be logged and analyzed by a First Call Resolution (FCR) Representative to determine the complexity of the issue.
- The FCR representative will resolve and close all T1 level issues with the client.
- The FCR representative will escalate all T2 level issues to a Case Manager for further analysis.
- The Case Manager may work with T3 level support or SMEs as required to resolve incidents.
- The Case Manager will contact customer inquiry contact to implement a resolution.
- New releases and software maintenance are part of the support agreement. New functionality may be purchased as an additional service.

**3.16** Vendor must provide the ownership of the following with bid:

Data – Customer owns the data

Software – Customer leases the software and owns the content

Enhancements or customizations paid for by the customer – The monthly subscription fees include application updates. New product releases are quoted on an as-requested basis for clients that want to expand usage outside of the core application.

Hardware – Customer owns the hardware

Servers – SaaS model. PointClickCare owns the servers.

Workstations – Customer owns the workstations. PointClickCare does not provide hardware as part of our product offering. It is the responsibility of the client to procure the hardware.

**3.17** Vendor must provide a list/menu of additional fee based services with bid.

Yes. PointClickCare is a monthly recurring subscription fee based on licensed beds. There is a one-time setup fee.

**3.18** Vendor must provide their enhancement request model with bid.

The process that you would use to request an enhancement to a product would be to submit an enhancement request through the facility's national account manager or you can send the request through our web-based e-support solution. Enhancement requests are reviewed by the appropriate product line manager and prioritized accordingly.

**3.19** Vendor must provide ongoing maintenance schedule, timelines and procedures to include: upgrade process, testing and product enhance requests through the life of the contract.

Yes. PointClickCare provides maintenance/enhancement schedules through the home page.

**3.20** Vendor must include all phases of training and testing from selection through going live including the following services:

Please note: The training method is our Best Practice model based on our experience of installing approximately 120 facilities per month. PointClickCare has successfully installed the application in almost 12,000 facilities). Our approach is a proven method based on Adult Learning Education characteristics and idiosyncrasies.

Our **Train the Trainer** approach is designed to ensure effective knowledge transfer, preparation and support is in place prior to system go live and beyond.

A pilot approach is used to ensure that your staff receive effective training. This includes Super Users and the Core Project team to be trained.

All training sessions will be completed via WebEx and conference calls, and will include your PointClickCare SME to complete each one of the courses listed in the syllabus below one time with your Corporate Trainers and Super Users for the Pilot facility or campus.

We recommend that the project team have status calls either weekly or biweekly to ensure all tasks are being completed and there are no pressing issues, which could delay the Go Live date from target. The status calls will be discontinued after the pilot is complete.

After the course syllabus has been completed with the pilot, it will be the responsibility of your internal Trainers and Super Users to push out the training to the remaining of your rollout. Your SME will be there for import support, to ensure that your modules are turned at and set for the correct date, along with a review of your main configuration.

After the 2<sup>nd</sup> facility/campus is rolled out, your team will be turned over to the PointClickCare Help Desk for general questions regarding the application.

**Kick off Call:** The Kick-off call should include the Core Project Team, the Clinical lead, Financial Lead, IT lead, and the Project Manager. During this call the rollout schedule of the phases best suiting your staffing needs will be discussed, a walk-through of the Smartsheet (project schedule tool), arrange status calls, and identify any other issues or concerns.

**Business Process Review:** The Business Process Review is designed for the SME (Subject Matter Expert) to work with your team leads to gain an in-depth understanding of your business and how it operates. The SME uses this information to assist with the best practice for configuring PointClickCare to best suit your needs. For future reference, this information will be documented and attached to your project.

**Discovery:** The Discovery process is tied to the Business Process Review. This is where the Chart of Accounts, Payer types, UDAs, processes and workflows are identified.

**Configuration Sessions:** Configuration sessions are done with the team members that are responsible for making the decisions for the corporation, as they are starting to build out the EMC (Enterprise Management Console). This is also known as Corporate Scoping.

**Super User Sessions:** Super User sessions are used for training the Corporate Trainers, Super Users and staff of the Pilot facility on the system. PointClickCare recommends that the Super Users of the next facility sit in on the training sessions as this has proven successful.

**Shadow and Support:** SMEs will be available for the first facility after the pilot. They will review your configuration and be there for guidance.

**Transition to Help Desk:** Once the pilot and first facility have gone live with the implementation, your team will be transitioned to the help desk for support.

**3.20.1** The development and training environment will be provided on-site immediately after contract is awarded.

Yes. A sandbox training environment will be provided however we need to further understand what is meant by “immediately after the contract is awarded”.

**3.20.2** Access must be granted to the development/training environment for testing during upgrades and training.

Yes. A training database will be created for you.

**3.20.3** Training must be provided through the following delivery channels, but not limited to one format: video, web based training, facilitator/consultant led training session, training documents.

PointClickCare offers the following sources for online help and training which will be available 24/7 - 365 during the length of contract

- User Guides by module and feature
- Searchable Help files by module
- Tutorial videos for New Releases
- Scripted On-demand eLearning (overview of each end-user module)
- Checklists by course and module
- Discovery documents

**3.20.4** Vendor must provide clarification on when materials or specialty training is created by the vendor or the consumer to the facility.

PointClickCare is responsible for the educational content which is standard and continuously updated as the application is updated.

**3.20.5** Workflow assessments will be completed by the vendor and included with bid.

As part of the discovery process, PointClickCare will work with the facility to understand its unique needs and build a schedule around those needs. A portion of the training will include configuration, which PointClickCare will train the users to configure the application to the facility's specific needs.

**3.20.6** Vendor must provide during testing and go-live recommendations and workflows for abstracting and/or bulk loading data from paper charts into electronic health records.

A sandbox is provided as part of the subscription. Please note that the customer will be responsible for providing the data to PointClickCare.

**3.20.7** Vendor must provide contractual availability to access the live electronic medical records prior to going live for build or pilot purposes with bid.

During training the client will have access to the live environment. PointClickCare implements over 100 buildings each month. Please see the attached SmartPath Implementation Overview for our proposed plan. We believe that interactive training is the most beneficial form of education and learning.

**3.20.8** Vendor must provide a detailed statement of work to include: superior training, cost of training, on-site training and post-live training and support. The statement of work will include number of hours, number of resources, on-wit and off-site hours, on-site and off-site resources assigned to this project with bid.

**3.20.9** Vendor must provide a going live assessment to be completed within 90 days after transition from the level of going live support to 'normal' support level with bid.

PointClickCare Project Managers and Account Managers will provide a transition plan to support services up to the completion of implementation. The client will receive a regularly scheduled business process review of their database to ensure that they are utilizing the application in its entirety.

**3.21** In addition to standard contract terms and vendor guarantees, the vendor at a minimum must also provide during the life of the contract period:



**3.21.1** Customer must be allowed to perform acceptance testing of the product 24 hours prior to go live training. If unacceptable, vendor will be required to make necessary adjustments.

PointClickCare implements over 120 buildings per month. For more information, see the SmartPath Implementation Overview, attached.

**3.21.2** Daily, timely remedies for customer deficiencies resulting from upgrades that cause critical workflows to break or unable to perform quality reporting.

Product upgrades are pushed out to all customers using tested and controlled scripting to ensure accuracy. Deployment is executed after hours to minimize staff and customer disruptions.

**3.21.3** Vendor must provide upon request an escalation channel if training is not conducted in agreed upon time frame and/or training materials are not adequate or delivered per contract deliverables.

Yes.

**3.21.4** Vendor must provide upon request a mitigation plan if implementation is not completed by the vendor in the agreed upon time frame due to issues related to the vendor (staffing conflicts, software problems, etc.)

Yes. A timeline will be created upon receipt of an executed contract.

**3.21.5** Vendor must provide replacement of hardware during transport if purchased through vendor or while vendor is on-site during installation.

Not applicable.

**3.21.6** Vendor must provide upon request a mitigation plan if incompatibility issues arise between hardware (which meets agreed upon specifications) and approved software.

See Technical Requirements document, attached. Hardware is not a part of this RFP.

**3.21.7** Vendor must provide to the facility remedies if data corrupted during the course of normal use and operation of product upon request for the life of the service.

System transaction mechanisms are in place to ensure data integrity. PointClickCare verifies committed or transaction roll backs.

**3.21.8** Vendor must warranty any functionality and/or work provided by any company on your behalf (implementation, upgrades, etc.)

Application updates and maintenance are included as part of the monthly fee.

4. CONTRACT AWARD:

**4.1 Contract Award:** The Contract is intended to provide Agency with a purchase price for the Contract Services. The Contract shall be awarded to the Vendor that provides the Contract Services meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**4.2 Pricing Page:** Vendor should complete the Pricing Page by filling in each line of Pricing Page and include the overall total on the last line. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified.

Pricing page completed and attached.

**4.1 Mandatory Contract Services Requirements and Deliverables:** Contract Services must meet or exceed the mandatory requirements listed below.

**4.1.1** Vendor must provide documentation of ONC-ATCB (Office of the National Coordinator – Authorized Testing and Certification) certification.

Yes. For more information about PointClickCare certifications go to:  
<http://www.pointclickcare.com/us/company/about-us/certifications>.

**4.1.2** Vendor must provide information on any outstanding lawsuits or judgments within the last five (5) years. Indicate any cases that vendor cannot respond to as they were settled with a non-disclosure clause at the time of bid.



PointClickCare has never been engaged in any customer or supplier lawsuits and have had no disputes with customers related to training, licensing or implementation services.

**4.1.3** All software applications should, at minimum, provide the same functionality or equal to PointClick-Care.

Yes, PointClickCare complies.

**4.2** Vendor must provide detailed explanation for all licensing options to be included with bid.

In response to questions 4.2 – 4.2.5 below. Based on our understanding during the pre-bid meeting on Dec. 8, 2015, we were led to understand that the Clarksburg facility has (120) active residents and that the Barboursville facility also has (120) active residents. PointClickCare is a monthly recurring subscription fee based on licensed beds. There is a one-time set up fee.

**4.2.1** Vendor must define 'user' if it relates to the licensing model by obtaining the authority to use software without purchasing (i.e. FTE MD, all clinical staff, etc.).

PointClickCare does not charge a license fee for users. The number of users has no bearing on the price of the software. PointClickCare fees are based on the total number of beds. This fee is inclusive of service, support, maintenance, data backup and recovery, and access to an unlimited number of users.

**4.2.2** Vendor must provide a detailed explanation of how the system licensing shall account for residents, part time clinicians and mid-level providers.

Not applicable. This does not apply to our pricing policy (see above).

**4.2.3** Vendor must account by maintaining a list of users to the customer for how user licenses are reassigned when a workforce member leaves.

A list of users not applicable with PointClickCare's SaaS model. Your own in-house system administrator is responsible for when a person leaves the workforce.

**4.2.4** Vendor must disclose to the customer additional licensing per workstation and any handheld devices count towards this licensing.

Not applicable. With our SaaS model, license is based on the number of beds.

**4.2.5** If the system is a concurrent licensing system, the vendor must provide an account of when the licenses are released by the system, (i.e., when the workstation is idle, locked, or only when user logs off)

Not applicable. With our SaaS model, license is based on the number of beds.

**4.3** At a minimum, vendor must provide the following detailed security features at go-live and during life of the contract:

**4.3.1** Meet all HIPPA (Health Insurance Portability Act), HITECH (Health Information Technology for Economic and Clinical Health) security requirements.

Yes. For more information, see HIPAA Compliance documentation, attached.

**4.3.2** Product must provide different levels of security based on User Role, Site, and/or Enterprise settings.

Role-based access controls for users are incorporated into the PCC application

**Contract Manager: Steve Klopf, Account Executive**  
**Telephone Number: (815) 224 – 1128**  
**Fax Number: Fax: 815 334 1154**  
**Email Address: stephenklopf@pointclickcare.com**

## **List of Attachments**

- 1 PointClickCare Corporate Overview
- 2 HIPAA Compliance
- 3 Implementation Overview
- 4 List of Reports
- 5 Service Level Agreement
- 6 Technical Requirements
- 7 VNF164045\_CCT\_Pricing Page - completed
- 8 Generic Certificate of Insurance
- 9 US Workmen's Comp. Insurance
- 10 Comments on HIPAA Business Associate Agreement
- 11 Master Business Licence - Wescom Inc.
- 12 West Virginia VA\_Project Scope\_SOW

## **Signed Documents**

- Purchasing Affidavit - signed and notarized
- Venpref signature - signed
- VNF164045\_CCT\_Terms and Conditions - signature-signed



# Project Implementation

## SmartPath Kick-off Playbook

Project Management Office  
Version 8.27.15

**PointClickCare®**

# Welcome to the PointClickCare family

- PCC Family - Partner on our team
- Web based system
- Quality check points throughout the implementation

## AGENDA

- SmartPath
- Overview of implementation
- Project team & Responsibilities
- Implementation timelines
- Milestones
- Overview of online education system
- Optional services
- Hardware
- Next steps



**PointClickCare®**

# Overall Goals for Implementation

- Understand your current business processes and ensure your system gets set up with your preconfigured database to meet your facility needs
- Provide education and training on how to use PointClickCare (Online group, recorded and one on one coaching sessions)
- Schedule training and milestones effectively to ensure you implement on time



**PointClickCare®**

# Congratulations on Choosing SmartPath!

Welcome to the best and most innovative implementation and training system available for your facility!

- A proven approach leveraging best practices, consistency and a learn as you go model.
- An implementation method that blends a dedicated project manager, pre-configured database, online group and recorded training sessions and individualized coaching sessions.
- SmartPath was specifically designed based on the Adult Training principles allowing you to learn in mini (2 hours or less) training sessions versus traditional all-day trainings.

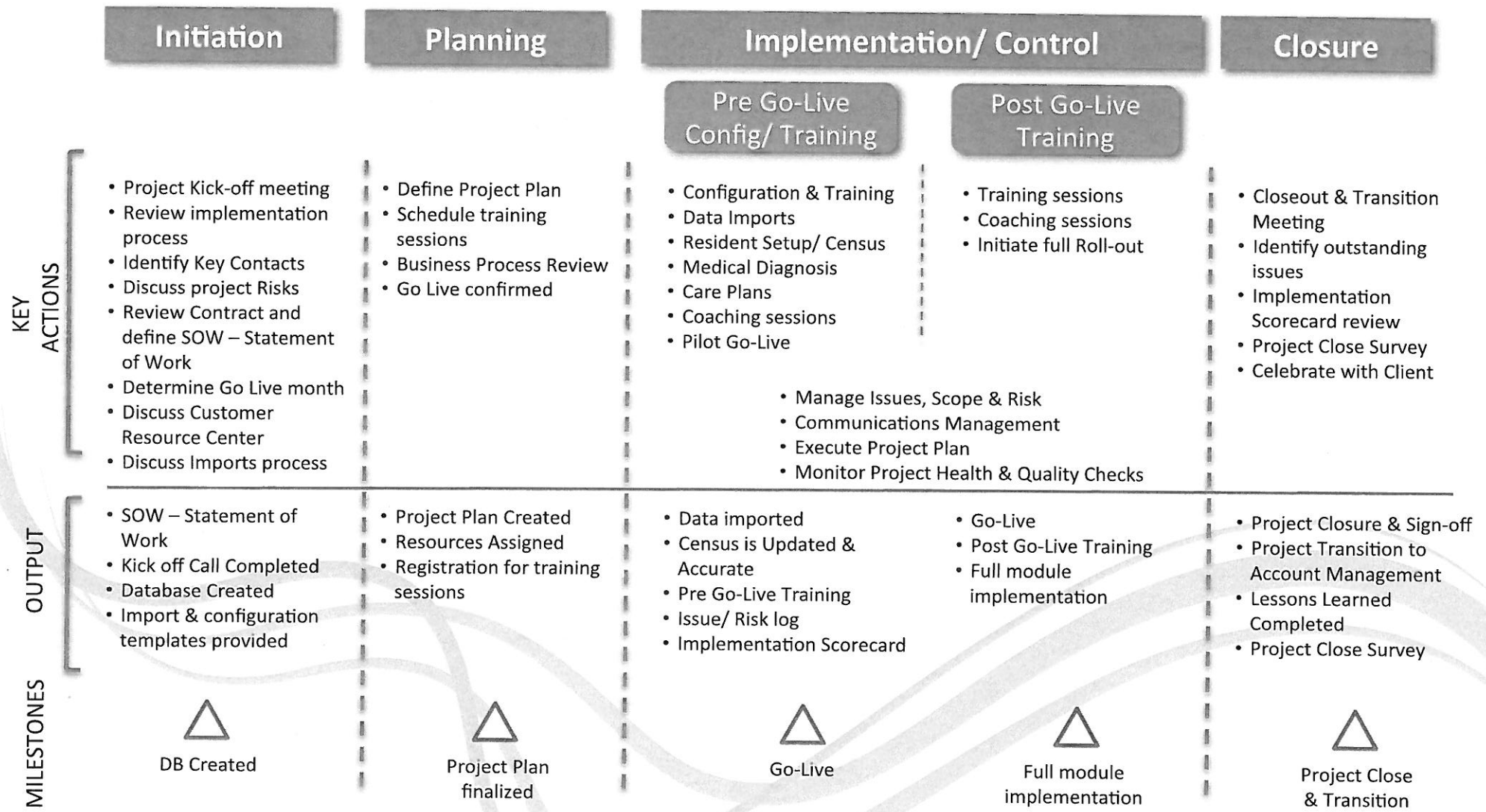


# Why SmartPath?

## The Benefits of the SmartPath Model

- Flexibility – You have unlimited access to our extensive and continuously growing library of our recurring online live trainings as well as our recorded training sessions that you can access anytime/anyplace.
- Personalized - Individual staff have their own logins to the SmartZone learning system making registering for training and attending training quick and easy.
- eCourses – Self-directed online learning that includes a combination of eLearns, recorded training videos and quick reference guides with interactive, role based simulations.
- Group Trainings - Learn from other clients, ask questions and get inspired to use different areas of PointClickCare
- Enroll new hires and contract employees in SmartPath courses for new hire training or take refresher courses as necessary at no additional cost.

# Project Management Methodology





# Project Team

| PointClickCare Team   | Your Team   |
|---|---|
| Project Manager   | Project Lead (Administrator, IT, PM)  |
| Implementers <ul style="list-style-type: none"><li>Financial Coach</li><li>Clinical Coach</li></ul> | Leads <ul style="list-style-type: none"><li>Financial Lead (Business Office Manager)</li><li>Clinical Lead (DON/ MDS Coordinator)</li></ul> |
| Group Trainers  | Key Users   |
| Account Manager   | Executive Sponsor (Administrator)   |

*(Typical lead recommendations)*

## Additional Team Members as needed

- Data Services (data imports)
- GLAP & IRM Implementer
- Vendor Integration (Therapy, Pharmacy, ADT)

PCL XL error  
Error: IllegalOperatorSequence  
Operator: 0xc0  
Position: 49517

## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

☐ A pre-bid meeting will not be held prior to bid opening

☐ A **NON-MANDATORY PRE-BID** meeting will be held at the following place and time:

☒ A **MANDATORY PRE-BID** meeting will be held at the following place and time:

December 8, 2015 at 1:00 PM EST

West Virginia Veterans Nursing Facility  
One Freedoms Way  
Clarksburg, WV 26301

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one person attending the pre-bid meeting may represent more than one Vendor.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. The State will not accept any other form of proof or documentation to verify attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility

to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in, but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below in order to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: December 18, 2015 at 4:00 PM EST

Submit Questions to: Crystal Rink

2019 Washington Street, East

Charleston, WV 25305

Fax: (304) 558-4115 (Vendors should not use this fax number for bid submission)

Email: [crystal.g.rink@wv.gov](mailto:crystal.g.rink@wv.gov)

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID:  
BUYER: Crystal Rink  
SOLICITATION NO.: CRFQ VNF1600000003  
BID OPENING DATE: December 29, 2015  
BID OPENING TIME: 1:30 PM EST  
FAX NUMBER: 304-558-3970

In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal plus n/a convenience copies of each to the Purchasing Division at the address shown above. Submission of a response to a request for proposal is not permitted in wvOASIS. Additionally, the Vendor should identify the bid type as either a technical or cost proposal on the face of each bid envelope submitted in response to a request for proposal as follows:

BID TYPE: (This only applies to CRFP)

- ☐ Technical  
☐ Cost

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: December 29, 2015 at 1:30 PM EST

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATES:** Any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code § 5A-3-37 and the West Virginia Code of State Rules. A Vendor Preference Certificate form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Vendor Preference Certificate form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately opened and/or viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires, and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening if those documents are required with the bid.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform, or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to

include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.



## **GENERAL TERMS AND CONDITIONS:**

**1. CONTRACTUAL AGREEMENT:** Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

**Initial Contract Term:** This Contract becomes effective on \_\_\_\_\_ and extends for a period of \_\_\_\_\_ year(s).

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Renewal of this Contract is limited to \_\_\_\_\_ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed \_\_\_\_\_ months in total. Automatic renewal of this Contract is prohibited. Notwithstanding the foregoing, Purchasing Division approval is not required on agency delegated or exempt purchases. Attorney General approval may be required for vendor terms and conditions.

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

☒ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within 120 Calendar days.

Upon completion, the vendor agrees that maintenance, monitoring, or warranty services will be provided for one year thereafter with an additional four (4) successive one year renewal periods or multiple renewal periods of less than one year provided that the multiple renewal periods do not exceed forty-eight (48) months in total. Automatic renewal of this Contract is prohibited.

☐ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Other:** See attached.

**4. NOTICE TO PROCEED:** Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☒ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

**6. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

**7. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**8. REQUIRED DOCUMENTS:** All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

☐ **BID BOND:** All Vendors shall furnish a bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

☐ **PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of \_\_\_\_\_. The performance bond must be received by the Purchasing Division prior to Contract award. On construction contracts, the performance bond must be 100% of the Contract value.

☐ **LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable.

☐ **MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

☒ **INSURANCE:** The apparent successful Vendor shall furnish proof of the following insurance prior to Contract award and shall list the state as a certificate holder:

☒ **Commercial General Liability Insurance:** In the amount of \$1,000,000.00  
\_\_\_\_\_ or more. - Please see Insurance certificates (General Liability and Workmen's Compensation, attached.

☐ **Builders Risk Insurance:** In an amount equal to 100% of the amount of the Contract.

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The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed above.

☒ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section entitled Licensing, of the General Terms and Conditions, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits prior to Contract award, in a form acceptable to the Purchasing Division.

☒ Business License - Please see PointClickCare business license, attached.

☒ ONC-ATCB Certification - View PointClickCare certifications at: [http://](http://http://www.pointclickcare.com/about-pointclickcare-software/company-certifications/)  
[http://www.pointclickcare.com/about-pointclickcare-software/company-](http://www.pointclickcare.com/about-pointclickcare-software/company-certifications/)  
certifications/

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications prior to Contract award regardless of whether or not that requirement is listed above.

**9. WORKERS' COMPENSATION INSURANCE:** The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. LITIGATION BOND:** The Director reserves the right to require any Vendor that files a protest of an award to submit a litigation bond in the amount equal to one percent of the lowest bid submitted or \$5,000, whichever is greater. The entire amount of the bond shall be forfeited if the hearing officer determines that the protest was filed for frivolous or improper purpose, including but not limited to, the purpose of harassing, causing unnecessary delay, or needless expense for the Agency. All litigation bonds shall be made payable to the Purchasing Division. In lieu of a bond, the protester may submit a cashier's check or certified check payable to the Purchasing Division. Cashier's or certified checks will be deposited with and held by the State Treasurer's office. If it is determined that the protest has not been filed for frivolous or improper purpose, the bond or deposit shall be returned in its entirety.

**11. LIQUIDATED DAMAGES:** Vendor shall pay liquidated damages in the amount of

n/a

for n/a.

This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

**14. PAYMENT:** Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

**15. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**16. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules §§ 148-1-6.1.e.

**17. TIME:** Time is of the essence with regard to all matters of time and performance in this Contract.

**18. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

**19. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**20. PREVAILING WAGE:** Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable.

**21. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.



**22. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**23. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**24. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**25. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain agency delegated or exempt purchases.

**26. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**27. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**28. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void, and terminate this Contract without notice.

**29. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**30. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**31. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**32. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.



**33. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**34. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program, administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under this Contract unless the box below is checked.

☒ Vendor is not required to accept the State of West Virginia's Purchasing Card as payment for all goods and services.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code § 5A-3-10a, all Vendors are required to sign, notarize, and submit the Purchasing Affidavit stating that neither the Vendor nor a related party owe a debt to the State in excess of \$1,000. The affidavit must be submitted prior to award, but should be submitted with the Vendor's bid. A copy of the Purchasing Affidavit is included herewith.

**38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE:** This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"). Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. If the Vendor does not wish to extend the prices, terms, and conditions of its bid and subsequent contract to the Other Government Entities, the Vendor must clearly indicate such refusal in its bid. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

**39. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**40. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☒ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.requisitions@wv.gov](mailto:purchasing.requisitions@wv.gov).

**41. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

ADDENDUM ACKNOWLEDGEMENT FORM  
SOLICITATION NO.: CRFQ VNF1600000003

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

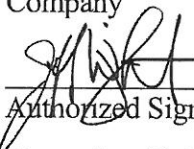
Addendum Numbers Received:  
(Check the box next to each addendum received)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input checked="" type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input checked="" type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4            | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5            | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

**Wescom Solutions dba PointClickCare**

Company \_\_\_\_\_

  
Authorized Signature \_\_\_\_\_

**December 18, 2015**

\_\_\_\_\_  
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

# Statement of Work

## Project Management Office

Version 2 | December 22, 2015 | Professional Services

This document provides the starting point for information to establish the Comprehensive Implementation Project Plan and Scope used by the Project Management team for project management.

**Prepared by:**

**Lisa Mianecki, CEAL**

Sr Project Manager | Team Lead - Senior Living Implementations

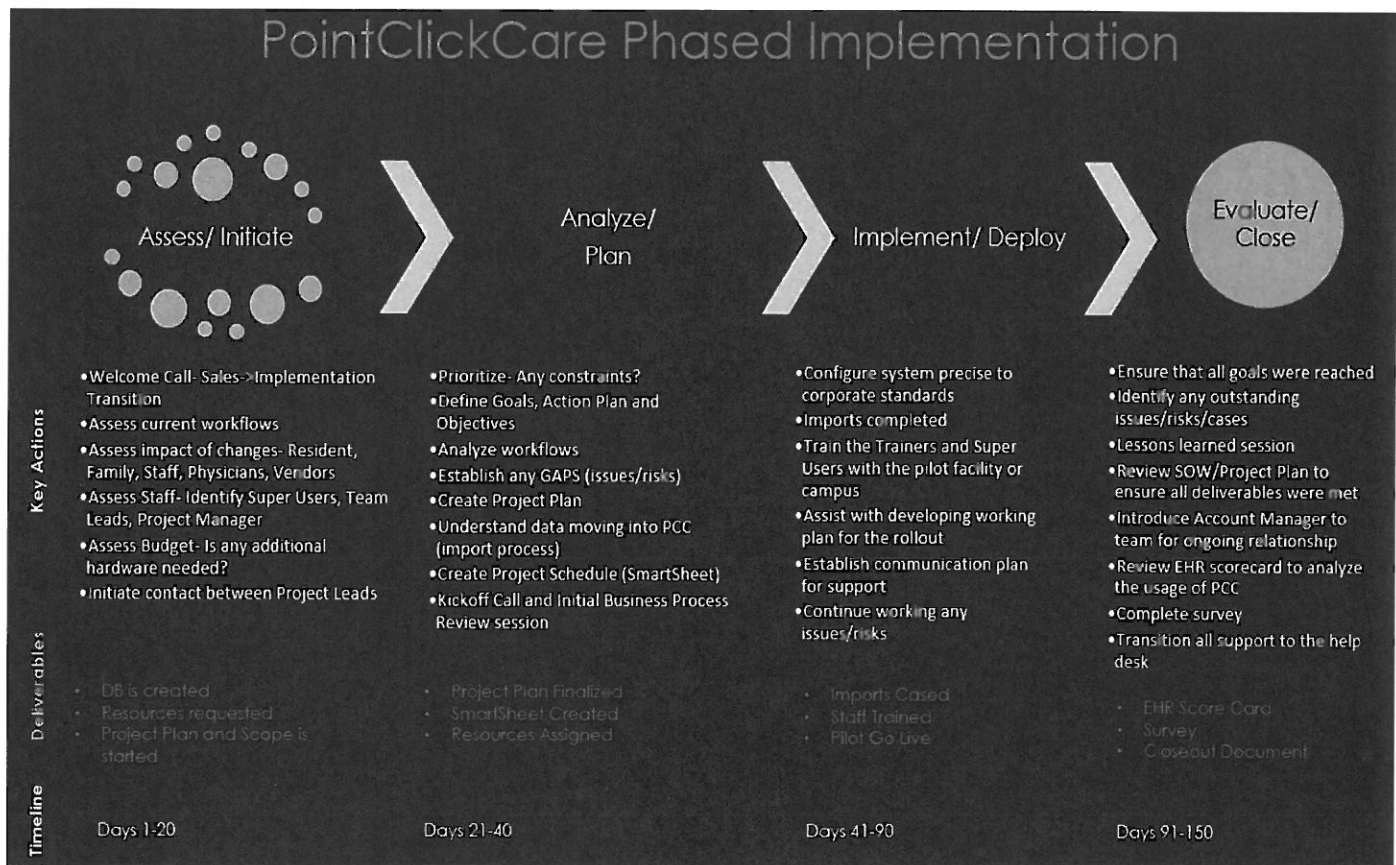


## 1.0 Scope of Work

### Project Information

| Contract Details          |   |
|---------------------------|---|
| Client Name               |   |
| Account Executive         |   |
| Professional Services Rep | Lisa Miannecki, CEAL, Sr. Project Manager |
| Date Prepared             | 12.22.15                                  |

### High- Level Overview of Implementation



## 1.1 Training Approach

- The Train the Trainer approach is designed to ensure effective knowledge transfer, preparation and support is in place prior to system go live and beyond.
  - All configuration sessions will be completed via WebEx and conference calls, and will include the PointClickCare SME to complete each one of the courses listed in the syllabus below one time with your Corporate Staff responsible for standardizing corporate configuration. This is during normal business hours. This applies to all modules.
  - There are 5, business hour days quoted for Green Belt Training the clinical team (financial team not included for onsite training). The PointClickCare clinical SME will come onsite for 5 days and train the corporate trainers/ super users and facility super users. It is then the responsibility of your internal trainers to ensure the remaining end users on all shifts are trained.
  - All training sessions for financial will occur via WebEx and conference calls, and will include the PointClickCare SME to complete each one of the courses listed in the syllabus below one time with your Corporate Staff and pilot home super users. This is during normal business hours.
  - At this time PointClickCare recommends that the project team have status calls either weekly or biweekly to ensure all tasks are being completed and there are no pressing issues, which could delay the Go Live date from target. The status calls will be discontinued after the 2<sup>nd</sup> home is complete.
  - After the course syllabus has been completed onsite for clinical, we will repeat the process a second round as needed via WebEx and conference calls. It will be the responsibility of your internal Trainers and Super Users to push out the training to the remaining staff, either with live sessions or recorded sessions. Your SME will be there to shadow with your trainers for this exchange of information.
  - After the facility is rolled out, your team will be turned over to the PointClickCare Help Desk for general questions regarding the application.
1. **Welcome Call:** The Welcome call is a short 30 minute call for your sales executive to introduce your project manager to your project manager and team leads. Briefly review the contract and the scope of the work.
  2. **Kick off Call:** The Kick-off call should include the Core Project Team, the Clinical lead, Financial Lead, IT lead, and the Project Manager. During this call the rollout schedule of the phases best suiting your staffing needs will be discussed, a walk-through of the SmartSheet (project schedule tool), arrange status calls, and identify any other issues or concerns.
  3. **Business Process Review:** The Business Process Review is designed for the SME (Subject Matter Expert) to work with your team leads to gain an in-depth understanding of your business and how it operates. The SME uses this information to assist with the best practice for configuring PointClickCare to best suit your needs. For future reference, this information will be documented and attached to your project.
  4. **Discovery/ Business Process Review:** The Discovery process is tied to the Business Process Review. This is where the Chart of Accounts, Payer types, UDAs, processes and workflows are identified.
  5. **Configuration Sessions:** Configuration sessions are done with the team members that are responsible for making the decisions for the corporation, as they are starting to build out the EMC (Enterprise Management Console). This is also known as Corporate Scoping.



6. **Super User Sessions:** Super User sessions are used for training the Corporate Trainers, Super Users and staff of the Pilot facility on the system. **PointClickCare** recommends that the Super Users of the next facility sit in on the training sessions as this has proven successful.
7. **Shadow and Support:** SMEs will be available for the first facility.
8. **Transition to Help Desk:** Once the facility has gone live with the implementation, your team will be transitioned to the help desk for support.

## **1.2 Corporate Standards Configuration for Enterprise Web Based- Clinical**

Clinical courses set up to configure your system at EMC and facility level.

- General Configuration
- Care Plan Configuration
- Tasks for Paper Flow Sheets Configuration
- Dashboard Configuration
- Medical Diagnoses Configuration
- Immunizations Configuration
- Progress Notes Configuration
- Risk Management Configuration
- Assessments and SPN Configuration
- POC
- eMAR Configuration
- MDS 3.0 Configuration
- Physician Orders Setup
- Weights and Vitals Configuration Setup

## **1.3 Fixed Price Web Based Clinical/ eMAR/ POC Implementation**

Clinical courses for this implementation include:

- Quick Start
- Resident Data
- Medical Diagnoses
- Immunizations
- Physician Orders
- Order Management
- Weights and Vitals
- MDS Data Entry for MDS 3.0
- MDS 3.0 Mgt. and Submission
- ARD Planner
- Assessments and Structured Progress Notes
- Progress Notes
- Care Plans and Care Plan Reviews
- Tasks
- Therapy Minutes
- POC Kiosk Training
- Pro-Tracking

## **1.4 Corporate Standards Configuration for Enterprise Web Based- Financial**

Clinical courses set up to configure your system at EMC and facility level.

- Security Configuration
- Admin Organizational Configuration 1
- Admin Organizational Configuration 2
- Admin Billing Configuration 1
- Admin Billing Configuration 2
- Set Up Review
- Admin Collections Configuration (see also AR-CO-01 Collections Setup)
- Admin Trust Configuration (see also AR-TR-01 Trust in US Financial Training)

## **1.5 Fixed Price Web Based Financial Implementation**

*\* This is completed in one full cycle via webex.*

Financial courses for this implementation include:

- Resident Setup
- Online Census
- Resident Setup Review
- Trust Fund
- Balance Forward
- Batch Entry
- Private Billing
- Medicaid Billing
- Medicare/Insurance Ancillaries
- Medicare/Insurance Billing
- Month-End Close
- Collections Setup
- Collections Module
- Eligibility Verification

## **1.6 Fixed Price Web Based IRM Implementation**

*\* These will be completed 1 in full round*

IRM Configuration and Super User Training include:

- Configuration
- Inquiry and Referral Entry
- Marketing and Reports

## **1.7 GLAP Configuration/ Super User Courses**

*\* These will be completed 1 in full round*

GL/AP Configuration and Super User Training include:

- Configuration
- Invoices
- Payments

- Configuration, Processing and Reports
- Financial Statements
- Reconciliation and Month End Process

## 1.8 Assumptions

|                             | Assumptions  |
|-----------------------------|--|
| Implementation Approach     | <ul style="list-style-type: none"> <li>• A phased approach ensuring successful product adoption will follow Best Practices as presented by PointClickCare.</li> <li>• Web-based configuration sessions, based on syllabus.</li> <li>• SmartPath as supplemental training. For missed sessions, onboarding new staff and refresher classes.</li> </ul>  |
| Hardware and Infrastructure | <ul style="list-style-type: none"> <li>• The client is responsible for the procurement and implementation of hardware and infrastructure. (PCC can provide recommended vendors).</li> <li>• Hardware must be in place for the agreed upon project start date.</li> <li>• Hardware infrastructure meets the minimum technical requirements.</li> </ul>  |
| Imports                     | <ul style="list-style-type: none"> <li>• PointClickCare provides the specs and templates for the imports that are accepted, it is client responsibility to either extract the data from their current electronic or contract with a 3<sup>rd</sup> party vendor that specializes in that area. PointClickCare is not responsible for accuracy of data that is imported. PointClickCare will advise client after imports are completed and it is the client responsibility to review for issues and accuracy.</li> </ul>  |
| Client Resources            | <ul style="list-style-type: none"> <li>• Client provides resources with knowledge of internal processes and ability to make the decisions for the corporate scoping.</li> <li>• Client establishes strong leads for financial and clinical, along with a main project lead that can account for overall project.</li> </ul>  |
| Training                    | <ul style="list-style-type: none"> <li>• PointClickCare will provide training resources and support conducted through online, web-based sessions and Group Training sessions.</li> <li>• Training resources may be delivered through an in-house PointClickCare Trainer or delivered by a certified training partner.</li> <li>• All training will be delivered through online, web-based sessions during normal business hours.</li> <li>• There are 5 days onsite included in quote, which includes up to 2 trips with travel expenses. May be used for 3 day and 2 day trip. Will need to make travel decision dates at minimum 3 weeks prior to travel.</li> <li>• "Train the Trainer" approach. Each syllabus (Financial and Clinical) will be run through one time. The Client can request the SME to record the WebEx sessions for future use (financial). The client is responsible for requesting a recording.</li> <li>• Upon completion of initial training of the super users, the client will be responsible to train additional staff for the actual pilot facility.</li> <li>• All scheduled training requires 24 hours cancellation notice, or will be billed for, in full.</li> <li>• The client will work with PointClickCare to schedule training courses within a timely manner, and ensure client participation.</li> </ul> |

|                    |   |
|--------------------|---|
|                    | <ul style="list-style-type: none"> <li>• The client has an opportunity to provide feedback on training once delivered.</li> <li>• Training not delivered within six months of the initial implementation is considered forfeit and any additional training will be re-negotiated.</li> </ul>  |
| Project Management | <ul style="list-style-type: none"> <li>• The Project Plan and scope will define Business expectations, key milestones and implementation approach in additional detail.</li> <li>• Projects will be considered complete upon a final delivery of the items identified in this Project Plan/ SOW, and a formal 'Closeout' review with your project manager.</li> </ul> |
| Databases          | <ul style="list-style-type: none"> <li>• A training database is best practice for ongoing training and onboarding of new staff. It is a requirement if moving forward with POC module. This will be created after the configuration is completed in the production database and after there is resident data entered or imported.</li> </ul>                          |

### 1.9 In Scope Summary

- EHR Full Advantage- DX, ADT, Service Plans, UDA, Progress Notes, POC, Weights, Vitals, MDS, Immunizations, Orders, eMAR (integrated), Billing, Collections
- Sandbox (Training DB)- This can be refreshed one time per rollout, to allow updated training db. After that requests can cost \$350/refresh. This can also be requested when there are major releases.
- Fixed Rate Training- Course Syllabus will determine if training is completed, not hours.
- Total of 7 days onsite (exclusive of travel of expenses)
- UDA creation- includes up to 20

### 1.10 Out of Scope Summary

- Pharmacy Integration
- Travel Expenses
- Secure Messaging
- HL7 5pk- includes therapy integration
- Pro-tracking

### 1.11 Project Management

#### *Deliverables from Project Management Team*

- Welcome Call- Transition Sales to PMO
- Kick Off Call
- Comprehensive Project Plan and schedule
- Communication Plan
- Access to Smart Sheet- Tool used to maintain the schedule, tasks, contacts, risk/issue log
- Status Calls/ Reports
- Official Close-out document/call



BFL CANADA Risk and Insurance Services Inc.  
 181 University Ave, Suite 1700  
 Toronto ON M5H 3M7  
 Tel: 416-599-5530  
 Toll Free: 1-800-668-5901  
 Fax: 416-599-5458

## Certificate of Insurance

**Certificate No: 2015-00001**

This is to certify to: **To Whom It May Concern**  
 that the following described policy(ies) or cover note(s) in force at this date have been affected to cover as shown below:  
 Named Insured: **PointClickCare Corp (formerly Wescom, Inc.), Wescom Solutions Inc., PointClickCare International Corporation, Wescom Solutions, Corp., RH Positive, Inc., Wescom Healthcare Solutions Corp., Accu-Med Services, LLC, Accu-Med Services of Washington, LLC, Meal Metrics, Inc.**  
 Address: **6975 Creditview Road, #4, Mississauga, ON L5N 8E9**  
 Description of operations and/or activities and/or locations to which this certificate applies:  
 All operations usual to the business of the Named Insured

| Type  | Insurer / Policy No.  | Term                            | Limits        |
|---|---|---------------------------------|---------------|
| <b>Commercial General Liability</b>   | Axis Reinsurance Company<br>Policy No: CTC/757861/01/2015             | Feb 04, 2015 to<br>Feb 04, 2016 |               |
| Each Occurrence   |   |                                 | \$ 5,000,000  |
| Products/Completed Operations Aggregate   |   |                                 | \$ 5,000,000  |
| General Aggregate   |   |                                 | \$ 5,000,000  |
| Employee Benefits Liability   |   |                                 | \$ 5,000,000  |
| Tenant's Legal Liability  |   |                                 | \$ 4,000,000  |
| Non-Owned Automobile  |   |                                 | \$ 5,000,000  |
| Legal Liability for Damage to Hired Autos   |   |                                 | \$ 50,000     |
| Deductible :<br>Each Occurrence   |   |                                 | \$ 1,000      |
| <b>Umbrella Liability</b>   | Axis Reinsurance Company<br>Policy No: CTC/769742/01/2015             | Feb 04, 2015 to<br>Feb 04, 2016 |               |
| Each Occurrence   |   |                                 | \$ 1,000,000  |
| Products/Completed Operations Aggregate   |   |                                 | \$ 1,000,000  |
| General Aggregate   |   |                                 | \$ 1,000,000  |
| <b>Errors And Omissions</b>   | Axis Reinsurance Company<br>Policy No: CTN/757860/01/2015             | Feb 04, 2015 to<br>Feb 04, 2016 |               |
| Each Wrongful Act   |   |                                 | \$ 5,000,000  |
| Total Limit of Insurance  |   |                                 | \$ 5,000,000  |
| Self Insured Retention: Each Wrongful Act   |   |                                 | \$ 100,000    |
| <b>Commercial Property</b>  | Allianz Global Risks US Insurance<br>Company<br>Policy No: PML7226822 | Feb 04, 2015 to<br>Feb 04, 2016 |               |
| Policy Limit of Liability   |   |                                 | \$ 7,522,625  |
| Deductible  |   |                                 | \$ 5,000      |
| <b>Directors and Officers</b>   | Chubb Insurance Company of Canada<br>Policy No: 8242-2070             | Feb 04, 2015 to<br>Feb 04, 2016 |               |
| Overall Policy Limit: Directors & Officers Liability,<br>Employment Practices Liability and Fiduciary Liability |   |                                 | \$ 10,000,000 |
| Deductible For Each Claim Except:   |   |                                 | \$ 10,000     |
| EPL Coverage: Claim Made in the U.S. Deductible   |   |                                 | \$ 50,000     |

### Additional Information

This certificate is issued as a matter of information only and is subject to all the limitations, exclusions and conditions of the above-listed policies as they now exist or may hereafter be endorsed.

Should one of the above-noted policies be cancelled before the expiry date shown, notice of cancellation will be delivered in accordance with the policy provisions.

Limits shown above may be reduced by Claims or Expenses paid.

**BFL CANADA Risk and Insurance Services Inc.**

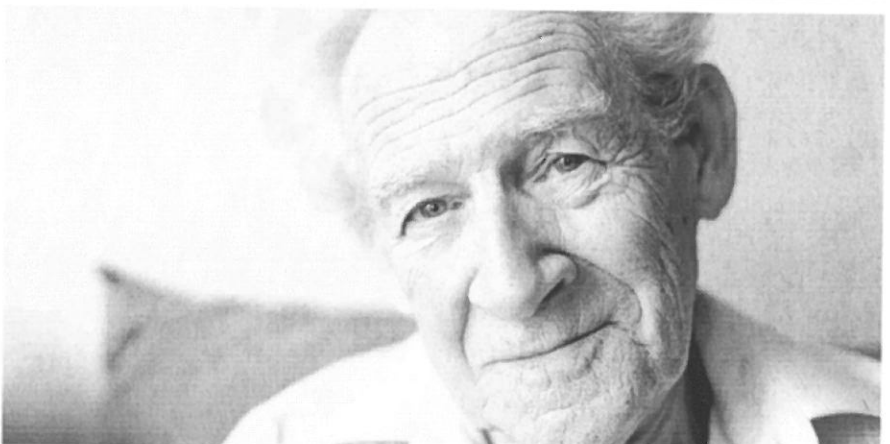
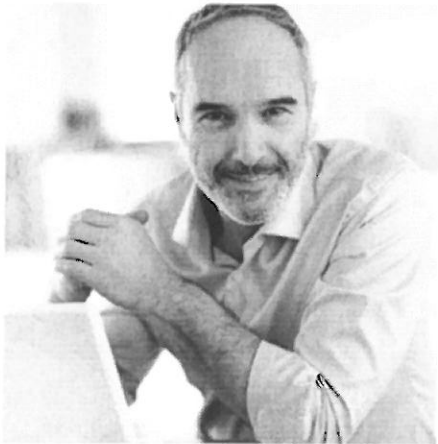
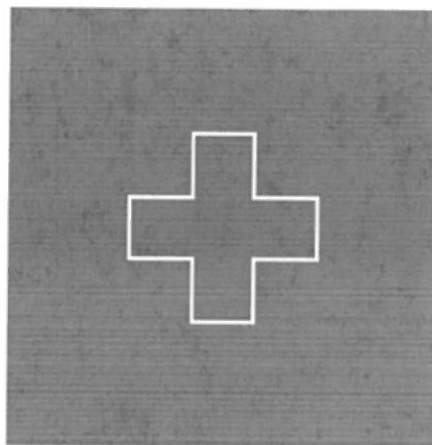


BFL CANADA Risk and Insurance Services Inc.  
181 University Ave, Suite 1700  
Toronto ON M5H 3M7  
Tel: 416-599-5530  
Toll Free: 1-800-668-5901  
Fax: 416-599-5458

Signed in Toronto this February 06, 2015

  
*Authorized Representative*

Amada De Luna



PointClickCare is the leading provider of cloud-based software solutions for the long-term and post-acute care (LTPAC) industry.



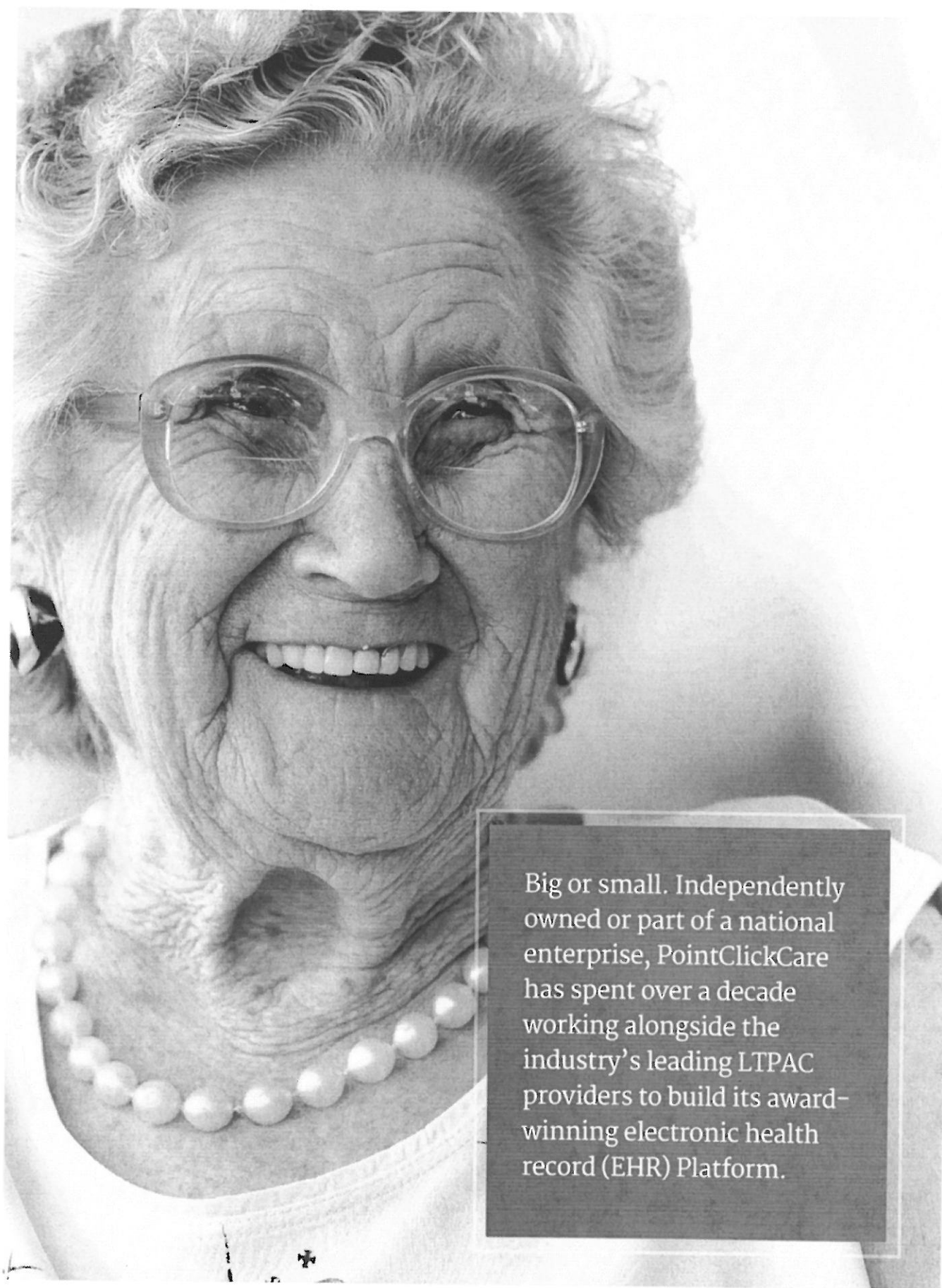
Our customers – including over 10,000 skilled nursing, senior living, and continuing care retirement communities – rely on PointClickCare to enable them to deliver the highest quality of care, optimize financial performance, and simplify their regulatory burden.

[www.PointClickCare.com](http://www.PointClickCare.com)

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**PointClickCare**





Big or small. Independently owned or part of a national enterprise, PointClickCare has spent over a decade working alongside the industry's leading LTPAC providers to build its award-winning electronic health record (EHR) Platform.

# Addressing the global challenge of senior care.

The senior care industry is in a period of transition. Global trends in senior care are drawing attention to the challenges facing providers, their network of supporting organizations, governments and even families.

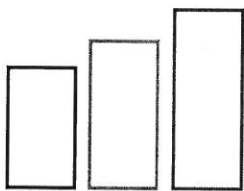
Technology that enables healthcare providers to more easily manage and coordinate care.

Built for senior care professionals by senior care professionals.

Just as the numbers of the aging population are on the rise, so are the associated costs for providing senior care.

Changes to reimbursement models and payment landscapes are adding more pressure. Knowing not just the business of care, but the value of care being delivered, and how to demonstrate it, is pivotal for providers. Additionally, as acuity levels rise among seniors in formal care settings, providers need to better manage transitions across the care continuum.

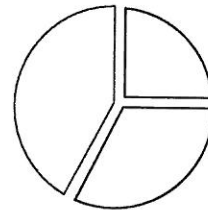
Technology that enables healthcare providers to more easily manage and coordinate care, throughout the lifecycle of a resident and regardless of care setting, represents a key to solving these challenges.



Increase in Aging Populations  
and Life Expectancy



Rising Healthcare  
Expenditures



Elevating Acuity Levels Across  
Senior Care Settings

# How PointClickCare Can Help.

## Empower person-centered care.

Built by design to map to the shifting trends in senior care, our person-centered platform provides a holistic view to all involved in the care of the resident. Direct connections enable you to share information across care settings and access the most current resident data that is searchable and accurate, ensuring that the intelligence of the health record flows with the resident – with all care partners having access to the right information when they need it, anytime and anyplace. It's your work done smarter, faster, with better oversight.

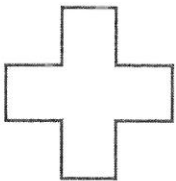
## A focus on both quality and financial performance.

Quality of care shouldn't be realized at the expense of profitability, and an attractive bottom line cannot sustain itself without focused attention on resident outcomes. PointClickCare is designed to unite the care delivery and business operations of your organization in order to optimize both. Ensuring care services are accurately documented and automatically connected to billing; maximizing reimbursement through best practices

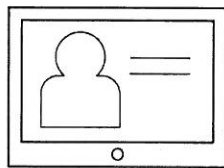
and intuitive workflows; optimizing resident safety and outcomes to mitigate risk; accessing and analyzing quality reports to market your business performance to industry stakeholders (ie. hospital referral partners, physician groups or ACOs) – it's all built in to the PointClickCare platform. Because we understand that you can't have healthy seniors without a healthy business.

## Future-proof your technology investment.

In today's healthcare environment, Health Information Technology (HIT) is no longer a luxury but a necessity. Decisions you make today can impact you for years to come. With PointClickCare's integrated one platform model, you are assured that your investment today comes with the flexibility to grow your system in the future, as you need it, at your own pace. Whether it's new regulatory requirements, breakthrough mobile device options, or other 3rd party solutions that you want to leverage, there's comfort knowing that the PointClickCare platform gives you an adaptable, modern infrastructure that will fully support your business as you evolve, not hold you back.



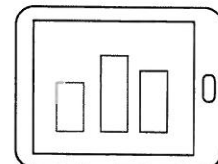
10,000 Senior  
Care Providers



Serving 750,000  
residents each day



99% Customer  
Retention Rate



Over 1.1 million hours  
in dedicated R&D

# Deliver care, manage your business, from one platform.

At its core is a robust electronic health record (EHR) and revenue cycle management (RCM) platform that enables senior care providers to manage the complete lifecycle of resident care – from pre-admission to discharge. Our integrated approach to connecting care services, billing,

and administrative processes across a single, cloud-based platform gives you real-time visibility into your entire operations, empowering you to intervene promptly, improve billing accuracy, and enhance your decision-making capabilities.

## Application Sets

Care Delivery Mgmt   Financial Mgmt   Marketing   Business Intelligence   Quality & Compliance

Skilled Nursing

Senior Living  
Assisted Living, Independent  
Living, Memory Care

Continuing Care  
Retirement  
Community

Senior Care  
Platform

Core Electronic Health Record & Revenue Cycle Management Platform

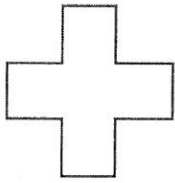
Interoperability  
Engine

Hospitals/HISPs   Physicians   HIEs   ACOs   Labs   Pharmacies   Technology Vendors



Depending on the unique needs of your organization, PointClickCare offers a variety of application packages and services— all fully integrated and running from the same software platform.

There's no additional system learning curve for your staff when you implement new capabilities down the road. The capabilities available with the PointClickCare platform include:



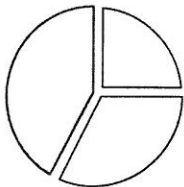
## Care Delivery Management

PointClickCare enables the entire multi-disciplinary care team to work collaboratively by streamlining clinical workflow and documentation while accelerating and improving the care delivery decision-making process, reducing workload and maximizing the amount of time your team spend with residents. PointClickCare's adaptable design gives your staff ultimate flexibility in terms of how and where they want to work. From — workstations and kiosks or smartphones and tablets — your team becomes empowered to deliver a consistent practice of connected, collaborative care.



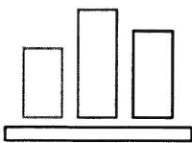
## Financial Management

In today's economic climate, every dollar counts. Senior care providers cannot afford to miss out on opportunities to improve revenue and cash flow due to inaccurate documentation or inefficient billing processes. With full integration of clinical and billing components, PointClickCare enables business office teams to easily manage census, accounts receivable, accounts payable, claims, collections and trust account activities, regardless of the size of your organization.



## Marketing

The referral and evaluation process is critical to maintaining a healthy census and working to maintain the ideal case mix. PointClickCare improves and expedites this cycle by enabling staff to manage prospective resident leads more effectively, maximize your occupancy rates, validate insurance eligibility in real-time, and more closely manage relationships with family members and referral partners.



## Business Intelligence and Analytics

Data has become the new currency in today's quality focused healthcare environment. PointClickCare not only gives you full visibility into your business operations to easily identify trends and find opportunities for improvement, but our standard and custom reports give you the power of information at your fingertips to demonstrate your outcomes to critical stakeholders, such as referral partners, hospitals, ACOs, and families, who have a keen interest in your performance.



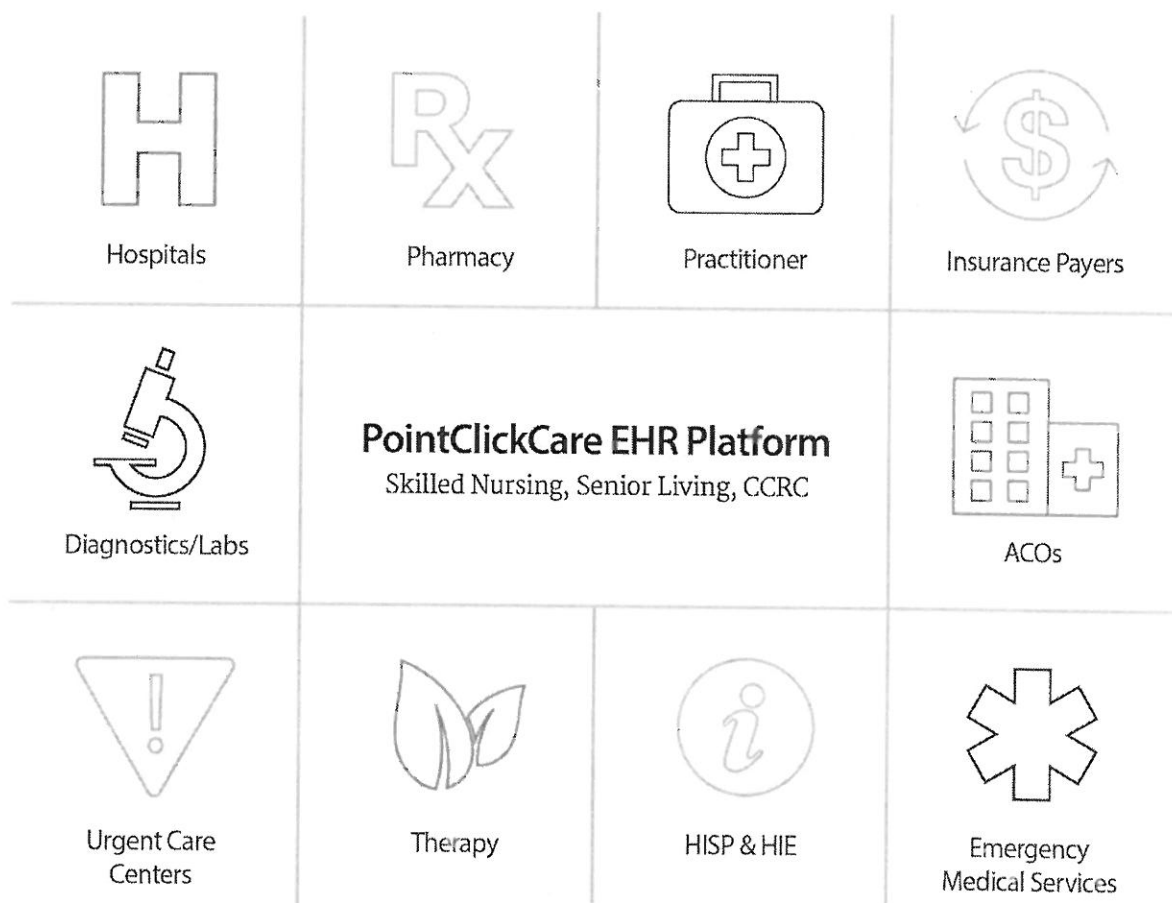
## Quality & Compliance

PointClickCare ensures regular updates to the platform to remain compliant with federal and state or provincial regulations. Further, you will benefit from comprehensive risk management, incident reporting and quality improvement tools directly embedded within the workflow of the PointClickCare platform, such as eINTERACT™.

# Connecting you to your partners in care.

The PointClickCare platform is supported by a powerful interoperability engine that connects you to other providers within your network who contribute to the health and wellbeing of your residents, establishing a truly coordinated and collaborative approach to healthcare services across the senior care continuum. Teams are connected to the people and information they need, when and where they need to work in collaboration for the best results.

Enabling connected, person-centered care





# Commitment to your ongoing success.

Selecting the right technology platform for your organization's needs is only the beginning.

Our job is to be your partner with a proven formula for success.

Ensuring that your team has all the necessary support they need to navigate the initial rollout and ongoing use of your solution is as important as what technology you've put in your users' hands. Our job is to be your partner with a proven formula for success – from day one onwards.



## SmartPath – Enhancing the Learning Experience

Experience has taught us that organizations need training options to help them maximize their investment. SmartPath is a unique, subscription-based training program, offering unlimited access to online courses designed to develop and enhance your teams' skills with PointClickCare. SmartPath is an excellent solution for training new staff and for deploying refresher courses to maintain maximum utilization.



## PointClickCare Pulse – Online Customer Community

All PointClickCare customers have complimentary access to an exclusive online community where the largest network of LTPAC providers gather to share best practices, learn about new trends in senior care, access the latest tips and tricks from PointClickCare experts, and develop meaningful relationships with peers.



## Dedicated Account Manager -- Because your success is important to us.

Our dedicated Account Manager gives you a clear view of your utilization of the PointClickCare platform — where you're excelling and where you might need some help.

Pictured: Kristine O'Hara, Account Manager, PointClickCare

# The PointClickCare Advantage

No long term contracts. Instead, our commitment to you.

We don't believe in forcing our customers into lengthy contracts – we prefer to earn our customers' business by delivering value that contributes to their success. Our monthly subscription model is designed with you in mind. In the words of our founder and CEO, Mike Wessinger:

"We will provide the best technology platform to improve your business performance, increase your quality of care delivery, and simplify your regulatory burden, or you can leave us anytime."

Designed to be easy for staff to learn, a pleasure to use. Change management is a key concern for many organizations.

**Technology is useless if staff don't adopt it.**

That's why PointClickCare takes extra care in design to provide an easy and comfortable user experience that intuitively guides users through their daily tasks, regardless of their level of computer literacy.



"Despite the initial resistance by nurses who were unfamiliar and uncomfortable with technology, nurses came on board when they no longer had to search endlessly for paper files."

Jean McGill, Clinical Services Director  
American Baptist Homes of the West (ABHOW)



Pictured: Mike & Dave Wessinger, PointClickCare

“It was a very smooth implementation, a very easy to use process, from the nurses managing assessments down to the nursing assistants.”

**Teresa Martinez, Regional Director of Clinical Services** Franciscan Living Communities.

Technology backed by the power of more than 10,000 senior care providers.

Large enterprise or independently owned provider, skilled nursing or assisted living focused, the same version of our core platform is used by every PointClickCare customer— all 10,000 of them. Because we’re cloud-based, if an issue is discovered with one customer, or a regulatory change is required, we can easily apply the software update to all customers simultaneously. We have also built our platform based on over a decade of feedback and contributions from the industry’s leading senior care providers. These combined experiences and best practices drive the evolution of our solutions, enabling every customer to leverage the collective knowledge of a network of thought leaders in senior care.

A platform you can build your business on.

With over 15 years of R&D and 10,000 EHR implementations behind us, no one understands how health information technology can support the changing LTPAC market better than PointClickCare. Delivering solutions to meet the need for collaborative, connected, people-centered care, with a deep emphasis on quality and financial optimization-- that’s PointClickCare. We built our business on it, so you can build yours.



Pictured: Trina Martin, Client Experience Specialist, PointClickCare

PointClickCare has helped over 10,000 skilled nursing and senior living facilities meet the challenges of senior care by enabling them to achieve the business results that matter – enriching the lives of their residents, improving financial and operational health, and mitigating risk. PointClickCare's cloud-based software platform takes a person-centered approach to managing senior care, connecting healthcare providers across the senior care continuum with easy to use, regulatory compliant solutions for improved resident outcomes, enhanced financial performance, and staff optimization. For more information on PointClickCare's ONC certified software solutions, please visit [www.pointclickcare.com](http://www.pointclickcare.com)



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pointclickcareEHR

**PointClickCare**

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[www.PointClickCare.com](http://www.PointClickCare.com)

# PointClickCare<sup>®</sup>

## HIPAA Compliance

Respecting the privacy and security of customer data.

## Privacy and Security and PointClickCare.com

### What is HIPAA?

The **Health Insurance Portability and Accountability Act** of 1996 (**HIPAA**) is a Federal Act written with the purpose of improving the portability and continuity of health insurance coverage in the group and individual markets. This Act was designed to combat waste, fraud, and abuse in health insurance and healthcare delivery and to promote the use of medical savings accounts. Furthermore, improving access to long-term care services and coverage along with simplifying the administration of health insurance were other goals of this Act.

HIPAA is segmented into sets of standards and legal requirements, including:

- The Privacy Rule
- The Security Rule
- Transaction and Code Set Standards
- High Tech amendments
- Red Flag Rules
- Ombudsmen Bill

The Privacy Rule is a Federal law which gives consumers rights over their health information and sets rules and limits on who can look at and receive health information. The Privacy Rule applies to all forms of individuals' protected health information, whether electronic, written, or oral.

The Security Rule is a Federal law that protects health information in electronic form and requires entities covered by HIPAA to ensure that electronic protected health information is secure. The Security Rule specifies a series of administrative, physical, and technical safeguards for covered entities to use to assure the confidentiality, integrity, and availability of electronic protected health information.

In the HIPAA regulations, the Secretary of Health and Human Services (HHS) adopted certain standard transactions for *Electronic Data Interchange (EDI)* of healthcare data. These transactions are: claims and encounter information, payment and remittance advice, claims status, eligibility, enrollment and disenrollment, referrals and authorizations, coordination of benefits and premium payment. Under HIPAA, if a covered entity transmits one of the adopted transactions electronically, they must use the adopted standard— either from ASC X12N or NCPDP (for certain pharmacy transactions). Covered entities must adhere to the content and format requirements of each transaction.

### Who does HIPAA Affect?

All health plans, healthcare clearinghouses and healthcare providers are considered covered entities under HIPAA, and are federally mandated to comply with the Act.

### How is PointClickCare.com involved in your HIPAA Requirements?

All covered entities that use PointClickCare.com have entered into a business associate contract or agreement with Wescom Solutions Inc. This agreement assures all Protected Health Information (PHI) is safeguarded and accessible to authorized parties as per the HIPAA Privacy and Security Rules.

Wescom Solutions Inc.'s "PointClickCare.com" complies with all HIPAA Transaction and Code Set Standards.

## **Wescom Solutions Inc. HIPAA Compliancy Statement**

As a leading provider of clinical and financial software for the Healthcare Provider industry, Wescom Solutions Inc. is dedicated in assisting our customers achieve and maintain HIPAA compliancy.

To accomplish this, Wescom Solutions Inc. monitors all announcements from the Department of Health and Human Services regarding the Privacy Rule, Security Rule, the Transaction and Code Set Standards and the HIPAA Statute itself.

PointClickCare.com includes built-in features and functionality that satisfy the Privacy Rule, Security Rule and Transaction and Code Set Standards. Above and beyond our current HIPAA compliancy, Wescom Solutions Inc. is dedicated to delivering advanced features and functions to PointClickCare.com that will better assist its customers in meeting their HIPAA compliancy requirements.

All Wescom staff have received their HIPAA Security Awareness Training and have signed letters verifying the training was completed. This is an ongoing process for all new hires and refresher training for current staff.

Wescom Solutions Inc. has assembled an "Action Response Committee" to create its "Response Plan" which has now been completed. The ongoing independent security audits of our production data centers and the additional ongoing penetration testing assures continued compliancy. In 2013, Wescom Solutions Inc. participates in its first Independent Security Assessment Test which was completed successfully. Independent testing is done at least twice per year, as well as, internal staff testing which is done prior to every major release as part of our QA testing cycle with recognized commercially available tools.

## **Business Associate Agreement**

If you would like to view a Wescom Solutions Inc's Business Associate Agreement, please contact us via email at [sales@pointclickcare.com](mailto:sales@pointclickcare.com)

## **Resources**

Department of Health and Human Services: <http://www.hhs.gov/>

HIPAA: <http://www.hhs.gov/ocr/hipaa/>

Sincerely,

*Paul Mason*  
Director Security, Security Compliance & Confidentiality  
Wescom Solutions Inc.  
905-858-8885 ext 307  
[paul.m@pointclickcare.com](mailto:paul.m@pointclickcare.com)

January 15, 2015



## List of Available Reports

### Activity reports

Referral and admissions activity by facility

Referral and admission activity by current location/Hospital

### ADT Profiles

Action summary

Bed certifications

Kardex

Daily census

Weekly census

Detailed monthly census

Detailed yearly census

Census vs budget

Length of stay

Length of stay by discharge reason

Level of care

Age summary and average age

Admit/Discharge to/from summary report

Admission record

Transfer/discharge record

Resident list

Birthday list

Language list

Resident external facilities setup

Religion list

Customer resident labels

Resident contacts

Resident contacts mailing labels

Medical professionals

Medical professionals mailing labels

Medical professionals' resident listing

Staff list

Staff detail

User defined information

Facility common codes

Online document storage report

Inquiry admission

### Assessments

Assessment history

Resident response analyzer

Resident response list

Resident response comparison

Custom assessments

Assessments schedule cancellations

Assessment scoring

MMQ summary

Assessments notifications

Assessments warning report

Case-mix detail

Assessment/Rates reconciliation

Kardex report

MDS Clinical summary

MDS QM/QI reports

MDS RAPS summary

RUGS summary

Look-back report

Target ARD list report

## List of Available Reports

### Behavior and side effects

Behavior flow sheet

Side effect flow sheet

### Billing

Bill groups

Billing messages

Resident bill setup

Diagnosis sheets

Resident census history

Resident insurance setup

Resident rates

Assessment/Rates reconciliation

Resident rent roll

Resident rent

MDS billing calendar

Benefit days remaining

Bed hold/LOA days remaining report

Payer setup information

Recurring transactions

Eligibility transaction history

G/L account number history

Transaction analysis

### Care Plans

Care plan focus summary

Care plans

Task list report

Care plan item/task listing

Care plan library

Task library report

Kardex

Care plan reviews

Intervention schedule

Flow sheets

Service schedule report

### Collections

Collection activity

### Enterprise Console Reports

Admission from ECC account hospitals

### Financial

Balance sheet

Balance sheet – detailed

Income statement

Monthly operating statement

Transaction history

Unbilled Transactions

Summary transaction report

Payer billing log

Medicare A billing log

Medicare B billing log

Print statements

Revenue reconciliation

UB bills

1500 claims

Therapy caps report

A/R aging

A/R goal report

A/R reconciliation

## List of Available Reports

Cash variance report  
Cash receipts journal  
Journal entries  
Revenue journal  
Rate type summary  
Rate type detail  
Reimbursement reduction  
Charge/adjustment codes  
Payer rules and rate schedules  
Payers  
Payer information report  
Managed fee schedule report  
Bank activity report  
Transaction history  
Trust statements  
1099 INT report

### General Clinical Reports

General print chart  
Diagnosis report  
Diagnosis sheets  
MD/Nursing communications  
Alert listing report  
Physician visits  
Online documentation storage reports  
Allergy report  
Allergy/Reaction library  
Immunization report  
Progress notes  
Shift report

24-hour summary  
Missing entries report  
Therapy minutes report  
General notes

### GL/AP

A/P trial balance  
A/P account history  
A/P G/L transactions  
Check register  
Expiring discounts  
Invoice search  
Vendor transactions  
Vendor purchases  
Vendor list  
Vendor labels  
Vendor ledger

### G/L Reports

G/L transactions  
G/L account history

### Orders

Administration record  
Diet type record  
Drug record book  
Formulary item listing report  
Lab and diagnostic report  
Legacy orders with report options report  
Location of administration  
Medication administration audit report

## List of Available Reports

Medication review report

Order listing report

Drug information sheet

Order recap report

Order summary report

Pharmacy admission

Pharmacy discharge

Pharmacy requisition

Printed prescription

PRN sheets

Signature list

Telephone/Verbal order form

### Other reports

Referral non-admit

Admission stats

How did you hear

Monthly how did you hear

Customer flow analysis

### Point of Care

Alert listing report

Assignment bed list report

Audit report

Behavior report

Complex alert documentation report

Follow up question report

Look-back report

Nutrition report

Priority report

Response rate report

Signature list

Triger summary report

ADL index report

ADL signature change analysis report

Documentation/server report

POC documentation compliance report

RUG analysis report

### Service time utilization

Actual vs planned service time utilization by resident

Actual vs planned service time utilization by shift

Actual vs planned service time utilization by task for a resident

Planned service time utilization

Planned service time utilization by task and shift

### Trust

Current account balances

Min/max balances

Trust messages

Recurring transactions

Audit report

### Weights and Vitals

Weights and vitals exceptions

Weights and vitals summary

Weight calculations range report

Current weights and vitals

Weight summary report

## List of Available Reports

Monthly weight report

1099 reports

1099 Vendor purchases review report

1099 Miscellaneous review report



## Master Business Licence

**Date Issued:** 2015-10-06  
(yyyy-mm-dd)

**Business Number:**

**Business Name and Mailing Address:**

POINTCLICKCARE  
6975 CREDITVIEW ROAD UNIT 4  
MISSISSAUGA, ON CA L5N 8E9

**Business**

**Address:** SAME AS ABOVE

**Telephone:**

**Ext:**

**Fax:**

**Email:**

**Legal**

**Name(s):** WESCOM SOLUTIONS INC.

**Type of**

**Legal Entity:** CORPORATION

**Business**

**Activity:** SOFTWARE SOLUTIONS FOR SENIOR CARE

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| Business Information       | Number    | Effective Date<br>(yyyy-mm-dd) | Expiry Date<br>(yyyy-mm-dd) |
|----------------------------|-----------|--------------------------------|-----------------------------|
| BUSINESS NAME REGISTRATION | 131124067 | 2003-10-09                     | 2018-10-06                  |
| INCORPORATED (ONTARIO)     | 1942457   | 2015-10-01                     |                             |

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Page 1 of 1

**To the Client:** Clients should do a corporation search to ensure that the information pertaining to corporations contained on this Master Business Licence is correct and up to date.

**To the Client:** When the Master Business Licence is presented to any Ontario business program, you are not required to repeat information contained on this licence. Each Ontario business program is required to accept this licence when presented as part of its registration process.

**If you have any questions about this Master Business Licence** call the ServiceOntario Contact Centre at 1-800-565-1921 or 1-416-314-9151 or TTY 1-416-326-8566. For more information, or to access other business-related services, call the Business Info Line, a collaboration between ServiceOntario and Industry Canada, at 1-888-745-8888 or 1-416-212-8888 or TTY 800-268-7095.

**A business name registration is effective for 5 years** from the date that it is accepted for registration. It is the registrant's responsibility to renew the business name prior to the expiry date and to pay the required fee.

**To the Ontario business program:** A client is not required to repeat any information contained in this licence in any other form used in your registration process.

This Service Level Agreement serves as a set of guidelines to better understand PointClickCare's Help Desk support services. Service priorities are defined below. Priorities that cannot be immediately determined by our Help Desk representative are escalated in accordance with Wescom's staff escalation process. The "Initial Response Time" is the time in which the customer reporting the service request is provided with an initial diagnosis of the request and provided with a "Service Request" number (SR#) to track the request. The "Target Resolution Time" is the expected timeframe that the Service Request will be resolved. Help Desk support is available 24 hours a day, 7 days a week, 365 days a year.

| Priority Level               | Problem Description   | Initial Response Time               | Target Resolution Time  | Commitment  |
|------------------------------|---|-------------------------------------|-------------------------|---|
| <b>Urgent</b><br>(Critical)  | A condition that is halting production without an economically feasible alternate method to run PointClickCare or prevents users from accessing or using a critical function of PointClickCare.<br><i>Examples:</i><br>- Users cannot login to the application (does not include Users forgetting or losing their password).<br>- Data is corrupted in the PointClickCare database.                                       | 1 hour, 24 x 7 x 365                | 1-2 business days       | The problem will be worked on 24 x 7 x 365 until fixed or a reasonable workaround is applied.                 |
| <b>High</b> (Serious)        | A condition that is deterring user from meeting production processes/schedules, is seriously impacting the use of PointClickCare, is making production materially more difficult or costly for user, or results in material corruption of any of user's Data.<br><i>Examples:</i><br>- Charge generation process does not run.<br>- MDS submission process does not run.<br>- Interfaces to ERP, census, etc. do not run. | 1 hour during primary support hours | Mutually agreed to time | The problem will be worked on during primary support hours until fixed or a reasonable workaround is applied. |
| <b>Medium</b><br>(Important) | A condition other than those described above in which PointClickCare is performing in an unpredictable manner or is producing incorrect results but is not materially impacting production or business processes/schedules.<br><i>Examples:</i><br>- Quick ADT does not clear bed when a resident is discharged.  | 1 hour during primary support hours | Mutually agreed to time | PCC will work with customer to mutually prioritize and schedule resolutions into regular release cycles.      |
| <b>Low</b><br>(Inconvenient) | A condition other than those described above in which inconsistencies, irregularities and/or limitations in PointClickCare or an Application that cause inconvenience to user.  | 1 hour during primary support hours | Mutually agreed to time | PCC will work with customer to mutually prioritize and schedule resolutions into regular release cycles.      |

**Please note:**

1. PointClickCare does not reset passwords for users. You will need to contact your immediate supervisor.
2. PointClickCare only supports users who have been trained on the application. If you have not yet been trained, please contact your Internal/Corporate training resources.
3. If you are currently in the implementation process, please contact your trainer.
4. When entering the description on the support form, examples and steps to recreate the issue are extremely important to help resolve issues more quickly. All valuable information is appreciated.
5. It is extremely important to get the urgency of your case set correctly. PointClickCare reserves the right to reprioritize any SR# without notice.



STATE OF WEST VIRGINIA  
Purchasing Division**PURCHASING AFFIDAVIT**

**MANDATE:** Under W. Va. Code §5A-3-10a, no contract or renewal of any contract may be awarded by the state or any of its political subdivisions to any vendor or prospective vendor when the vendor or prospective vendor or a related party to the vendor or prospective vendor is a debtor and: (1) the debt owed is an amount greater than one thousand dollars in the aggregate; or (2) the debtor is in employer default.

**EXCEPTION:** The prohibition listed above does not apply where a vendor has contested any tax administered pursuant to chapter eleven of the W. Va. Code, workers' compensation premium, permit fee or environmental fee or assessment and the matter has not become final or where the vendor has entered into a payment plan or agreement and the vendor is not in default of any of the provisions of such plan or agreement.

**DEFINITIONS:**

**"Debt"** means any assessment, premium, penalty, fine, tax or other amount of money owed to the state or any of its political subdivisions because of a judgment, fine, permit violation, license assessment, defaulted workers' compensation premium, penalty or other assessment presently delinquent or due and required to be paid to the state or any of its political subdivisions, including any interest or additional penalties accrued thereon.

**"Employer default"** means having an outstanding balance or liability to the old fund or to the uninsured employers' fund or being in policy default, as defined in W. Va. Code § 23-2c-2, failure to maintain mandatory workers' compensation coverage, or failure to fully meet its obligations as a workers' compensation self-insured employer. An employer is not in employer default if it has entered into a repayment agreement with the Insurance Commissioner and remains in compliance with the obligations under the repayment agreement.

**"Related party"** means a party, whether an individual, corporation, partnership, association, limited liability company or any other form or business association or other entity whatsoever, related to any vendor by blood, marriage, ownership or contract through which the party has a relationship of ownership or other interest with the vendor so that the party will actually or by effect receive or control a portion of the benefit, profit or other consideration from performance of a vendor contract with the party receiving an amount that meets or exceeds five percent of the total contract amount.

**AFFIRMATION:** By signing this form, the vendor's authorized signer affirms and acknowledges under penalty of law for false swearing (W. Va. Code §61-5-3) that neither vendor nor any related party owe a debt as defined above and that neither vendor nor any related party are in employer default as defined above, unless the debt or employer default is permitted under the exception above.

**WITNESS THE FOLLOWING SIGNATURE:**Vendor's Name: Wescom Solutions, Inc. dba PointClickCareAuthorized Signature: [Signature] Date: December 18, 2015State of Province of OntarioCounty of Mississauga, to-wit:Taken, subscribed, and sworn to before me this 18 day of December, 2015.My Commission expires Dec 31, 2017.

AFFIX SEAL HERE



NOTARY PUBLIC

[Signature]

Purchasing Affidavit (Revised 07/01/2012)

# PointClickCare®

## Hardware, Software, and Browser Requirements

These specifications represent the ideal hardware, software, and browser requirements for PointClickCare EHR and eMAR. PointClickCare Point of Care requirements are listed in a separate document.

### Recommended Workstation Hardware

- Processor – 2 GHz processor or faster
- RAM – 2 GB for 32-bit Windows® / 4 GB for 64-bit Windows®
- Hard Drive – 100 GB (with at least 20 GB of free space outside of other non-core windows applications)
- Video – Supports 1024x768 screen resolution or higher
- Monitor – 17" Flat Panel
- Mouse – USB Optical Scroll Mouse
- Keyboard – USB Standard
- Operating System – Windows 7 Professional (32 - 64 - bit editions) or higher

### The following additional software must be installed on each workstation:

- Meadco Active X Control version 7.2.0.0 or higher – ONLY for Internet Explorer Browsers to support report printing
- Adobe PDF Reader 9 or higher – to support viewing of reports produced in Adobe PDF format

### The following additional software must be installed on each workstation:

- WinZip or 7Zip – on workstations used for eMAR and other system backups
- Adobe Flash Player (the latest version) – on workstations that will access EMC dashboards
- Microsoft Excel Reader – on workstations that will view PointClickCare output in Excel format

## Supported Browsers

### Internet Explorer

- Versions 9, 10, and 11
- PointClickCare recommends applying all Microsoft hotfixes

To ensure that you have the best experience with our application in Internet Explorer we could recommend the following settings in your browser.

### Setting Trusted Sites and Configure browsing History

From your browser open Internet Options (Tools>Internet Options)  
On the General Tab please make sure that the option "Delete browsing history on exit" is NOT selected.  
On the Security Tab Select "Trusted Sites"  
Then Select Sites  
add the following website [https://\\*.pointclickcare.com](https://*.pointclickcare.com)  
(if you are a Canadian Customer, you ALSO need to add [https://\\*.pointclickcare.ca](https://*.pointclickcare.ca))  
Select Close to complete this operation.

### Turning Off Pop-up Blockers

On the Internet Options Window,  
Go to the Privacy Tab  
Uncheck "Turn on Pop-up Blocker"

### Saving Encrypted Pages to Disk

On the Internet Options Window  
Go to the Advanced Tab  
Scroll Down until you find the option "Do not save encrypted pages to disk"  
This option should be Unchecked.  
Click Ok to save the new settings

### Configuring Compatibility View Settings

On the Menu bar (if you can't see the Menu bar, press ALT key on your keyboard)  
Go to Tools>Compatibility View Settings  
Add \*.pointclickcare.com in the textbox and select Add  
(if you are a Canadian Customer, you ALSO need to add \*.pointclickcare.ca)  
Click Close to finish  
Your browser is now correctly configured.

### Disable SSL 3.0 and enable TLS 1.0, TLS 1.1, and TLS 1.2.

In the Internet Options dialog box, click the Advanced tab.  
In the Security category, uncheck Use SSL 3.0 and check Use TLS 1.0, Use TLS 1.1, and Use TLS 1.2 (if available).

### Google Chrome

- Most recent stable version
- Google Chrome applies updates automatically. PointClickCare makes every effort to test and support the most recent version

### Mozilla Firefox

- Most recent stable version
- PointClickCare makes every effort to test and support the most recent version

### Apple® Safari

- Most recent stable version
- PointClickCare makes every effort to test and support the most recent version

**Please note the following:**

- The above browsers fully support the PointClickCare EHR on both desktop and laptop computers. Additionally, the Point of Care and eMAR modules are designed to function in a mobile environment through the Safari browser on the iPad. While other portions of the PointClickCare EHR may also be accessible on mobile devices, they are currently not optimized for that type of user experience.
- Old Physicians Orders and eMAR legacy screens are only supported in Internet Explorer (with no plans to make them cross browser compatible since those screens are deprecated)
- JavaScript and Cookies must be enabled
- Some third-party Web browser plug-ins and extensions can interfere with the functionality of PointClickCare. If you experience malfunctions or inconsistent behavior, disable all of the Web browser's plug-ins and extensions and try again
- Refer to the documentation for those products for specific information

### Internet Bandwidth Requirements and Port Settings

**For PointClickCare EHR**

- Upload – 1.0 MB/S
- Download – 1.0 MB/S
- Packet loss rate – Less than 1%
- Port - HTTPS - 443

**For PointClickCare EHR with eMAR**

- Upload – 1.5 MB/S
- Download – 1.5 MB/S
- Packet loss rate – Less than 1%
- Port - HTTPS - 443

**For PointClickCare eMarbackup and other file sharing services**

We currently support the SFTP protocol on Port 22  
US FTP Server Name - ftpus.pointclickcare.com  
CDN FTP Server Name - ftpcdn.pointclickcare.com

**Please note the following:**

- These recommended capabilities are for PointClickCare application traffic only
- For measuring network capability and packet loss we recommend the AppNeta device
- Although we do not officially support Citrix or Terminal Services, PointClickCare has several large customers who are using this architecture

### Printing from PointClickCare

#### Meadco Script

For optimal report printing results with Internet Explorer, the following Active X is required on your computer. Please use the link below to install the script on any computer within your facility that will be printing from PointClickCare with Internet Explorer. If you do not have administrative rights to Windows you will need to contact your IT professional to have them to do the installation.

You can download the latest Meadco 32-bit installation file from the following link:

<http://scriptx.meadroid.com/download/user-upgrade-to-current-version.aspx>

Under the Manual Section select Download ScriptX.msi

#### Adobe PDF Reader

Our newer reports are all provided in PDF format and you will be required to have Adobe PDF Reader 9 or higher installed to be able to view the reports. You can select the appropriate version of Adobe Reader from your computer from <http://get.adobe.com/reader/otherversions/> If you do not have administrative rights to Windows you will need to contact your IT professional to have them to do the installation.

### Recommended Mobile Device Specifications

| Application             | Ipad®      | Ipad® Mini       | Iphone®    | Ipod® Touch      |
|-------------------------|------------|------------------|------------|------------------|
| MDS App 3.0             | 2 or newer | 1st Gen or newer | N/A        | N/A              |
| Point of Care           | 3 or newer | 1st Gen or newer | 4 or newer | 5th Gen or newer |
| ChartPic                | N/A        | N/A              | 4 or newer | 5th Gen or newer |
| Practitioner Engagement | 3 or newer | 1st Gen or newer | 4 or newer | 5th Gen or newer |

#### Mobile Device Software:

iOS 8.x, iOS 7.x

(MDS App 3.0 is compatible with iOS 5 or higher.)

#### Mobile Device Network Connectivity

PointClickCare recommends approved iOS devices to be connected via the facility WIFI network. The WIFI network should be listed as an approved IP address from which users can access the PointClickCare System. This is a setting that the PointClickCare administrator from your Organization will have access to modify through the Setup Configuration options.

#### Please note the following:

- PointClickCare recommends a process to regularly check for and update/apply all device drivers or operating system service packs and patches
- The specifications above are for running PointClickCare applications; computers running additional software packages may degrade system performance

## Links to our Applications

### US

General Application - <https://login.pointclickcare.com/>

eMar - <https://login.pointclickcare.com/emar/userLogin.xhtml>

POC - <https://login.pointclickcare.com/poc/userLogin.xhtml>

### CDN

General Application - <https://login.pointclickcare.ca>

eMar - <https://login.pointclickcare.ca/emar/userLogin.xhtml>

POC - <https://login.pointclickcare.ca/poc/userLogin.xhtml>

## Certificates

PointClickCare takes great care to insure your organization's critical health information is secure.

The application is fully certified to prevent individuals outside your organization from accessing this information.

Our Certificate Authority is GeoTrust Global CA.

## About PointClickCare

PointClickCare helps healthcare providers meet the challenges of senior care by enabling them to achieve the business results that matter – enriching the lives of their residents, improving financial and operational health, and mitigating risk. Recently recognized as the #1 long-term care software vendor by KLAS Research, PointClickCare's cloud-based software platform takes a person-centered approach to managing senior care, connecting healthcare providers across the senior care continuum with easy to use, regulatory compliant solutions for improved resident outcomes, enhanced financial performance, and staff optimization. Over 10,000 skilled nursing and senior living facilities use PointClickCare today, making it the North American healthcare IT market leader for the senior care industry. For more information on PointClickCare's ONC certified software solutions, please visit [www.pointclickcare.com](http://www.pointclickcare.com).



PointClickCare Version 3.7 is now compliant with the ONC 2014 Edition criteria and was certified as an EHR Module on October 23, 2013 by the Certification Commission for Health Information Technology (CCHIT®).



Scan this QR code for additional information



@pointclickcare



/pointclickcare



pointclickcareEHR

# PointClickCare®

[www.PointClickCare.com](http://www.PointClickCare.com)



## CERTIFICATE OF LIABILITY INSURANCE Acct#: 1178140

DATE (MM/DD/YYYY)

09/02/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**PRODUCER**  
Lockton Companies, LLC  
5847 San Felipe, Suite 320  
Houston, TX 77057

## CONTACT

NAME:

PHONE:

(A/C No, Ext):

888-828-8365

FAX:

(A/C, No):

E-MAIL:

ADDRESS:

## INSURER(S) AFFORDING COVERAGE

NAIC

## INSURED

Insperty, Inc. L/C/F  
WESCOM SOLUTIONS, CORP  
19001 Crescent Springs Drive  
Kingwood, TX 77339

INSURER-A: Indemnity Insurance Co. of North America

43575

INSURER-B:

INSURER-C:

INSURER-D:

INSURER-E:

INSURER-F:

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| IN<br>S<br>U<br>R<br>E<br>R | TYPE OF INSURANCE  | ADDL<br>INSR | SUBR<br>WVD | POLICY NUMBER | POLICY EFF<br>(MM/DD/YYYY) | POLICY EXP<br>(MM/DD/YYYY) | LIMITS                                       |
|-----------------------------|--|--------------|-------------|---------------|----------------------------|----------------------------|--|
|                             | GENERAL LIABILITY  |              |             |               |                            |                            | EACH OCCURRENCE \$                           |
|                             | COMMERCIAL GENERAL LIABILITY   |              |             |               |                            |                            | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ |
|                             | CLAIMS MADE <input type="checkbox"/> OCCUR   |              |             |               |                            |                            | MED EXP (Any one person) \$                  |
|                             |  |              |             |               |                            |                            | PERSONAL & ADV INJURY \$                     |
|                             |  |              |             |               |                            |                            | GENERAL AGGREGATE \$                         |
|                             |  |              |             |               |                            |                            | PRODUCTS - COM/OP AGG \$                     |
|                             | GEN'L AGGREGATE LIMIT APPLIES PER:   |              |             |               |                            |                            | PROFESSIONAL LIABILITY \$                    |
|                             | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |              |             |               |                            |                            | COMBINED SINGLE LIMIT (Ea accident) \$       |
|                             | AUTOMOBILE LIABILITY   |              |             |               |                            |                            | BODILY INJURY (Per Person) \$                |
|                             | ANY AUTO   |              |             |               |                            |                            | BODILY INJURY (Per accident) \$              |
|                             | ALL OWNED AUTOS  |              |             |               |                            |                            | PROPERTY DAMAGE (Per accident) \$            |
|                             | SCHEDULED AUTOS  |              |             |               |                            |                            |  |
|                             | HIRED AUTOS  |              |             |               |                            |                            |  |
|                             | NON-OWNED AUTOS  |              |             |               |                            |                            |  |
|                             | UMBRELLA LIAB  |              |             |               |                            |                            | EACH OCCURRENCE \$                           |
|                             | EXCESS LIAB  |              |             |               |                            |                            | AGGREGATE \$                                 |
|                             | CLAIMS MADE  |              |             |               |                            |                            |  |
|                             | DED  |              |             |               |                            |                            |  |
|                             | RETENTION \$   |              |             |               |                            |                            |  |
| A                           | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE T/IN            |              |             | C48190613     | 10/01/2014                 | 10/01/2015                 | WC STATU-TORY LIMITS \$ 1,000,000            |
|                             | OFFICER/MEMBER EXCLUDED? (MANDATORY IN NH) if yes, describe under                              | N/A          |             |               |                            |                            | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000      |
|                             | DESCRIPTION OF OPERATIONS below  |              |             |               |                            |                            | E.L. DISEASE - POLICY LIMIT \$ 1,000,000     |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach Acord 101, Additional remarks Schedule, if more space is required)

## CERTIFICATE HOLDER

WESCOM SOLUTIONS, CORP  
6975 CREDITVIEW RD UNIT 4  
MISSISSAUGA L5N8E9

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS

AUTHORIZED REPRESENTATIVE





## CERTIFICATE OF LIABILITY INSURANCE

Acct#: 1169949

DATE (MM/DD/YYYY)

09/02/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|   |   |  |
|---|---|--|
| <b>PRODUCER</b><br>Lockton Companies, LLC<br>5847 San Felipe, Suite 320<br>Houston, TX 77057          | <b>CONTACT</b><br>NAME:<br>PHONE:<br>(A/C No. Ext): 888-828-8365<br>FAX:<br>(A/C No.):<br>E-MAIL:<br>ADDRESS:   |  |
|   | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER-A: Indemnity Insurance Co. of North America<br>INSURER-B:<br>INSURER-C:<br>INSURER-D:<br>INSURER-E:<br>INSURER-F: |  |
| <b>INSURED</b><br>Insperity, Inc.<br>19001 Crescent Springs Drive<br>Kingwood, TX 77339<br>*SEE BELOW | NAIC  |  |
|   | 43575   |  |

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSURER | TYPE OF INSURANCE   | ADDL INSR | SUBR WVD | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                       |
|---------|---|-----------|----------|-------------------------|-------------------------|--|
|         | GENERAL LIABILITY   |           |          |                         |                         | EACH OCCURRENCE \$                           |
|         | COMMERCIAL GENERAL LIABILITY  |           |          |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ |
|         | CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> |           |          |                         |                         | MED EXP (Any one person) \$                  |
|         |   |           |          |                         |                         | PERSONAL & ADV INJURY \$                     |
|         |   |           |          |                         |                         | GENERAL AGGREGATE \$                         |
|         |   |           |          |                         |                         | PRODUCTS - COMP/OP AGG \$                    |
|         |   |           |          |                         |                         | PROFESSIONAL LIABILITY \$                    |
|         |   |           |          |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$       |
|         |   |           |          |                         |                         | BODILY INJURY (Per Person) \$                |
|         |   |           |          |                         |                         | BODILY INJURY (Per accident) \$              |
|         | AUTOMOBILE LIABILITY  |           |          |                         |                         | PROPERTY DAMAGE (Per accident) \$            |
|         | ANY AUTO  |           |          |                         |                         |  |
|         | ALL OWNED AUTOS   |           |          |                         |                         |  |
|         | SCHEDULED AUTOS   |           |          |                         |                         |  |
|         | HIRED AUTOS   |           |          |                         |                         |  |
|         | NON-OWNED AUTOS   |           |          |                         |                         |  |
|         | UMBRELLA LIAB   |           |          |                         |                         |  |
|         | OCCUR   |           |          |                         |                         |  |
|         | EXCESS LIAB   |           |          |                         |                         |  |
|         | CLAIMS MADE   |           |          |                         |                         |  |
|         | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                       |           |          |                         |                         | EACH OCCURRENCE \$                           |
|         | ANY PROPRIETOR/PARTNER/EXECUTIVE Y/N                                |           |          |                         |                         | AGGREGATE \$                                 |
|         | OFFICER/MEMBER EXCLUDED? (MANDATORY IN NH)                          |           |          |                         |                         |  |
|         | If yes, describe under  |           |          |                         |                         |  |
|         | DESCRIPTION OF OPERATIONS below                                     |           |          |                         |                         |  |
|         |   |           |          |                         |                         |  |
|         |   |           |          |                         |                         |  |
|         |   |           |          |                         |                         |  |
|         |   |           |          |                         |                         |  |
|         |   |           |          |                         |                         |  |

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach Acord 101, Additional remarks Schedule, if more space is required)  
WESCOM SOLUTIONS, CORP (3070500) IS INCLUDED AS A NAMED INSURED THROUGH ENDORSEMENT

## CERTIFICATE HOLDER

## CANCELLATION

WESCOM SOLUTIONS, CORP  
6975 CREDITVIEW RD UNIT 4  
MISSISSAUGA L5N8E9

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS  
AUTHORIZED REPRESENTATIVE

# State of West Virginia

## VENDOR PREFERENCE CERTIFICATE

Certification and application\* is hereby made for Preference in accordance with **West Virginia Code**, §5A-3-37. (Does not apply to construction contracts). **West Virginia Code**, §5A-3-37, provides an opportunity for qualifying vendors to request (at the time of bid) preference for their residency status. Such preference is an evaluation method only and will be applied only to the cost bid in accordance with the **West Virginia Code**. This certificate for application is to be used to request such preference. The Purchasing Division will make the determination of the Vendor Preference, if applicable.

**1. Application is made for 2.5% vendor preference for the reason checked:**

- \_\_\_\_ Bidder is an individual resident vendor and has resided continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 \_\_\_\_ Bidder is a partnership, association or corporation resident vendor and has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; or 80% of the ownership interest of Bidder is held by another individual, partnership, association or corporation resident vendor who has maintained its headquarters or principal place of business continuously in West Virginia for four (4) years immediately preceding the date of this certification; **or**,  
 \_\_\_\_ Bidder is a nonresident vendor which has an affiliate or subsidiary which employs a minimum of one hundred state residents and which has maintained its headquarters or principal place of business within West Virginia continuously for the four (4) years immediately preceding the date of this certification; **or**,

**2. Application is made for 2.5% vendor preference for the reason checked:**

- \_\_\_\_ Bidder is a resident vendor who certifies that, during the life of the contract, on average at least 75% of the employees working on the project being bid are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

**3. Application is made for 2.5% vendor preference for the reason checked:**

- \_\_\_\_ Bidder is a nonresident vendor employing a minimum of one hundred state residents or is a nonresident vendor with an affiliate or subsidiary which maintains its headquarters or principal place of business within West Virginia employing a minimum of one hundred state residents who certifies that, during the life of the contract, on average at least 75% of the employees or Bidder's affiliate's or subsidiary's employees are residents of West Virginia who have resided in the state continuously for the two years immediately preceding submission of this bid; **or**,

**4. Application is made for 5% vendor preference for the reason checked:**

- \_\_\_\_ Bidder meets either the requirement of both subdivisions (1) and (2) or subdivision (1) and (3) as stated above; **or**,

**5. Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

- \_\_\_\_ Bidder is an individual resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard and has resided in West Virginia continuously for the four years immediately preceding the date on which the bid is submitted; **or**,

**6. Application is made for 3.5% vendor preference who is a veteran for the reason checked:**

- \_\_\_\_ Bidder is a resident vendor who is a veteran of the United States armed forces, the reserves or the National Guard, if, for purposes of producing or distributing the commodities or completing the project which is the subject of the vendor's bid and continuously over the entire term of the project, on average at least seventy-five percent of the vendor's employees are residents of West Virginia who have resided in the state continuously for the two immediately preceding years.

**7. Application is made for preference as a non-resident small, women- and minority-owned business, in accordance with West Virginia Code §5A-3-59 and West Virginia Code of State Rules.**

- \_\_\_\_ Bidder has been or expects to be approved prior to contract award by the Purchasing Division as a certified small, women- and minority-owned business.

Bidder understands if the Secretary of Revenue determines that a Bidder receiving preference has failed to continue to meet the requirements for such preference, the Secretary may order the Director of Purchasing to: (a) reject the bid; or (b) assess a penalty against such Bidder in an amount not to exceed 5% of the bid amount and that such penalty will be paid to the contracting agency or deducted from any unpaid balance on the contract or purchase order.

By submission of this certificate, Bidder agrees to disclose any reasonably requested information to the Purchasing Division and authorizes the Department of Revenue to disclose to the Director of Purchasing appropriate information verifying that Bidder has paid the required business taxes, provided that such information does not contain the amounts of taxes paid nor any other information deemed by the Tax Commissioner to be confidential.

**Under penalty of law for false swearing (West Virginia Code, §61-5-3), Bidder hereby certifies that this certificate is true and accurate in all respects; and that if a contract is issued to Bidder and if anything contained within this certificate changes during the term of the contract, Bidder will notify the Purchasing Division in writing immediately.**

**Bidder:** Wescom Solutions, Inc. dba PointClickCare

**Signed:** 

**Date:** December 18, 2015

**Title:** Vice-President, Sales

Exhibit A Pricing Page

VNF1600000003

Electronic Medical Records

\*\* Vendor will provide price for years 2, 3, and 4 maintenance and tech support.

Lump sum for Installation/integration \$ 117,000

Year 2 maintenance \$ 56,159 (not to exceed)

Year 3 maintenance \$ 57,845 (not to exceed)

Year 4 maintenance \$ 59,580 (not to exceed)

Overall Bid Total \$ 290,584