

RFP Questions and Clarifications Memorandum

To: Vendors Responding to RFP Number 3560 for the Mississippi Foundation for
Medical Care, Inc. dba Information and Quality Healthcare (IQH)

From: James S. McIlwain, M.D.

Date: June 20, 2008

Subject: Responses to Questions Submitted and Clarifications to Specifications

Contact Name: Paula Tullos

Contact Phone Number: (601) 957-1575 ext. 229

Contact E-mail Address: ptullos@msqio.sdps.org

RFP Number 3560 is hereby amended as follows:

1. Title page, second box is modified as follows:

<p style="text-align: center;">Paula Tullos Mississippi Foundation for Medical Care, Inc. dba Information and Quality Healthcare Renaissance Place, Suite 504 385B Highland Colony Parkway Ridgeland, MS 39157 (601) 957-1575 ext. 229 ptullos@msqio.sdps.org</p>

2. Section II is being amended to add item 8.12 as follows:

Vendors are encouraged to showcase their capabilities over and above the requirements set forth in this RFP and to note whether the extra capabilities would be included as part of their proposed solution or available at an extra cost by way of a change order.

3. Section IV, Item 26, the next to last sentence, is being modified to read:

The letter of credit/performance bond shall cover the entire contract period and shall not be released until after the completion of the first six (6) months of the Vendor providing hosting services and upon IQH's confirmation that the solution is performing in accordance with RFP requirements and Vendor's proposal.

4. Section VII, Item 10.8.3 is being modified to read:

The payment for each major deliverable identified by the Vendor in the Project Work Plan from project beginning to completion shall be a contractually agreed amount minus a twenty percent (20%) retainage. The sum of payments will total the fixed costs for each

phase, as itemized in the Vendor's cost proposal. The retainage will be paid after final acceptance of the system by IQH.

5. Section VIII is modified and the amended version is posted on the web-site under file name, Cost Information Submission Amend 1.doc.

6. Exhibit A, Article 42 is being modified to read:

To secure the Licensor's performance under this Agreement, the Licensor agrees that IQH shall hold back as retainage twenty percent (20%) of each amount payable, including amounts payable under Change Orders, under this Agreement. The retainage amount will continue to be held until final acceptance of the system by IQH.

7. Section IV, is being amended to add item 29 as follows:

Mississippi Employment Protection Act

Vendors with 250 or more employees must make the following certifications in their response:

Vendor acknowledges that if awarded, it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi and to whom a United States Internal Revenue Service Form W-2 or Form 1099 must be issued. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor will agree to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State.

Vendor acknowledges and certifies that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi.

Vendor acknowledges that violating the E-Verify Program (or successor thereto) requirements subjects Vendor to the following: (a) cancellation of any state or public contract and ineligibility for any state or public contract for up to three (3) years, with notice of such cancellation being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. Vendors are also liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

8. Section VII, Item 12.3.1.1 is being modified to read:

Assessment and potential implementation of exchange with the Veteran's Administration Hospital and the Veteran's Retirement Home in Harrison County and/or one or more Department of Defense Military bases in Harrison and Jackson County.

The following questions were submitted to IQH and are being presented as they were submitted, except to remove any reference to a specific vendor. This information should assist you in formulating your response.

Question 1: Can vendors appear on multiple responses (for example, a prime contractor on one submission and a sub-contractor on a 2nd submission)?

Response: **No, a vendor may only appear on one response.**

Question 2: The RFP suggests "facilities in Jackson County will participate in the exchange." Which ones, as there are multiple?

Response: **The proof of concept is focused on six coastal counties (Pearl River, Stone, George, Hancock, Harrison, and Jackson) devastated by Hurricane Katrina. There could be up to 10 stakeholders from the six counties devastated by Hurricane Katrina. These stakeholders have not been chosen. The only specific reference to Jackson County (along with Harrison) was in Section VII, Item 12.3.1.1 regarding potential change orders in the event one or more of the Department of Defense military bases located in those counties participate in MSCHIE.**

Question 3: Section VII, Item 3, Overall Project Vision, Item 3.1.13. Please define EMR Lite.

Response: **Electronic Medical Record Light Version (EMR Lite) is defined in the glossary of the RFP (Exhibit D) as a version of a medical record system that contains only the high-level patient information found within a formal EMR, but uses the same repository system and allows role-based access to the consolidated information via a web portal for those that may not be technically or financially ready to employ a formal EMR system.**

Question 4: Section VII, Item 4, Proof of Concept Vision, (at the bottom of pg 34) it states that the initial population of the CDR may include data such as "clinical messaging and results reporting." For purposes of cost analysis and planning, would IQH please further define what is meant by "clinical messaging" and "results reporting", whether or not this will be in scope for the initial phase of the project and the total number of source systems and related message volume to be incorporated into the exchange?

Please define your mention of clinical messaging.

Response: In the context of this RFP, clinical messaging, as well as results reporting, would be the clinical results (such as but not limited to lab test results, radiology reports, or transcribed reports), that were sent electronically from a source system (such as but not limited to a lab or radiology center) to an intended provider recipient (such as but not limited to the ordering physician or primary care physician).

While adding clinical messaging or results reporting directly from the original source provider to the repository could be a future consideration, it is not within the scope of the initial phases of this project.

Question 5: Section VII, Item 10.1.6.1, Vision and Requirements Validation. What is your vision and how would you propose that vendors "facilitate meetings of stakeholders to participate in discussions of legalities of patient record sharing?"

Response: As directed in Section VII, Item 10.1.6, the Vendor, at the direction of IQH, must facilitate the necessary meetings to discuss and finalize the vision for the proof of concept, and must facilitate the finalization of the system requirements. Specifically, discussions surrounding the legalities of patient record sharing amongst providers will focus on the agreed upon components of a Business Associates Agreement (BAA) with each stakeholder who implements with the MSCHIE, and referenced in Section VII, Item 7.5.1.

Question 6: Exhibit A, Article 3.5B. Is there a time period within which this (Compliance with Section 508 of the Rehabilitation Act of 1973) must be complete, or must it be complete by go live?

Response: All Web and Portal development work must be designed and implemented in compliance with the Electronic and Information Technology Accessibility Standards associated with Section 508 of the Rehabilitation Act and with the Web Accessibility Initiative (WAI) of the WC3. Accessibility compliance is expected on or before the go live date of March 2009.

Question 7: Section IV, Item 20, Terms of Software License. The proposed solution is a hosted application and a perpetual term license is inconsistent with that model.

Response: This boilerplate item specifies that a perpetual license is the default, in the event the Vendor does not identify the license type. Vendor may specify the license type in their proposal. The requirement for a perpetual license would also be applicable in the event of termination due to Vendor's uncured breach, per Article 3.5W, of Exhibit A.

Question 8: Section VII, Item 4.2.3. Does 100,000 claimants refer to the total population expected in the HIE?

What is the total population of the HIE in all phases, i.e. how many members/patients should be assumed?

Response: **The metrics contained in 4.2.3 reference the not-to-exceed number of claimants from the batch load claims data to be received in Phase 4. Not-to-exceed visit or transaction metrics, rather than population metrics, were provided in Section VII, Item 4.2.1.**

Question 9: Section VII, Item 7.1, Implementation Phases. Do you have a preference to feed clinical transactions before claims transaction into the HIE understanding that claims transactions will achieve more continuity while building provider participation?

Response: **The initial stakeholders for Phases 1 – 3 will be clinically based. Batch-load based stakeholders (claims and pharmacy based data) will not be considered until Phase 4. Please reference the phase timeline provided in Section VII, Item 7.1, “Implementation Phases”.**

Question 10: Section VII, Item 7.2.1.1. Can the possible stakeholder hospitals send data via HL7 interfaces as opposed to the CCR?

Section VII, Item 7.1.1 “Phase 1 Through 3 Architecture” indicates inputs from various Health Care Enterprises and participant applications to the Clinical Data Repository. What Health Care Enterprises and vendors/systems will be the source of the input data in the proof of concept stage and beyond? What format will the data be provided in?

Section VII, Item 7.6.1.2 states “The exchange will operate with HL7 v 2.6 message format.” Is there a particular data set or field enabled in this message format that IQH desires to incorporate into the CDR data or why was this format chosen? What will be the approach if any of the source systems are not capable of sending data in this format to the exchange? If the source messaging to the exchange contains all the necessary data elements but is not in HL7 v 2.6 format, will it be mandatory to convert the data prior to storing in the CDR?

Response: **The initial stakeholders have not been selected at this time. See Section VII Item 4.1 for potential stakeholders for Phase 2 and Phase 4.**

The latest version of HL7 (2.6) was chosen in an attempt to insure maximum interoperability among a wide range of future state and potential national stakeholders. Version 2.6 represents a major revision to Versions 2.5 and 2.5.1, refining and updating existing messages and adding new messages and

domains. It was our intent to begin with the latest version to prevent costs associated with a future upgrade.

An exception can be taken to the HL7 v2.6 format requirement. IQH could, at its sole discretion, entertain the idea of a different version or format as long as it was interoperable with HL7's CDA and could include the same information. If the participant's source system is not directly compatible with that used for the repository, interfaces will have to be developed, implemented, and maintained.

Question 11: Section VII, Item 7.2.1.1. Will stakeholders that contribute data pay for the interface work at their end? For example, hospitals sending HL7 (Discharge) Summary reports to the HIE?

Section VII, Item 7.7. Who is financially responsible for the third-party's side of the interface? Will the stakeholders be asked to provide interfaces?

Section VII, Item 7.7.1.5 states that the vendor will provide "a technician and all staff to support the interface testing." Would IQH please clarify what parts of the interfaces are the responsibility of a stakeholder for testing and what parts are the responsibility of the vendor?

Response: **Section VII, Item 7.7 outlines the responsibilities of the Vendor for the interface approach. However, potential stakeholders will be responsible for any changes that may have to be made to their legacy clinical systems, as well as any system testing of those legacy clinical systems in order to facilitate a successful interface with MSCHIE.**

Question 12: Section VII, Item 13.2.3. Does the business plan need to be completed as a response to the RFP or as a result of winning the bid? If not as a response, at what level of detail do you expect the answers?

Section VII, Item 13, Business Plan Development, Item 13.1, Objectives, states that a vendor, in consultation with IQH, must develop a Business Plan and that the outline of the plan will be mutually developed and agreed upon by the vendor and IQH during the course of the project. The Business Plan is also listed in the RFP as one of the proposal evaluation criteria. Would IQH please clarify what is to be submitted with the vendor's proposal (e.g., an "Acknowledged" response to the section or the vendor's approach to accomplishing the task) and what will be the basis of the evaluation?

Response: **The vendor should prepare an initial high-level business plan for the MSCHIE initiative and submit the initial plan as part of this RFP. A sample outline is provided in Exhibit B that addresses specific areas of interest, but vendors are not required to follow the sample plan's outline. The plan could**

be evaluated on, but not be limited to, the overall professionalism of the document, the amount of detail provided, and how tailored it is to the MSCHIE initiative. The final deliverable will be mutually developed and agreed upon by the awarded Vendor and IQH during the course of the MSCHIE project.

Question 13: Section VII, Item 10.8.3. Please describe the method for retainage under a hosted model where there is no lump sum to be paid.

Response: Potential milestone payments required for implementation are described in Section VII, Item 10.1.7 (for example, Requirements document and artifacts, Phase 1; Stakeholder analysis, Phase 1; etc.) When Vendor completes a payment milestone and it is accepted by IQH, the Vendor will submit an invoice for payment. IQH will pay the invoice amount, minus 20% to be held as retainage. All retainage will be paid after final acceptance of the system by IQH. Retainage is not applicable for the hosted service portion of this project. Refer to amendments #4 and #6 above for amended specifications to reflect the details provided in this response.

Question 14: Section II, Item 8 of the RFP indicates that "...Vendor *may* intersperse their response following each RFP specification..." Is it mandatory to include the RFP text in the proposal, or can our response just utilize the same numbering and labeling of these paragraphs without repeating the RFP text?

Response: While IQH prefers vendors to intersperse their response following each RFP specification, it is not required. Vendors may respond by utilizing the numbering and labeling of the paragraphs without repeating the RFP text. When doing so, it is imperative the numbering or labeling be correct. The response may not be scored if it does not match the numbering or labeling provided.

Question 15: Section VII, Item 4.2 and its subparagraphs, in addressing metrics for Phase 2 and Phase 4, omit any specific metrics for PBMs/Pharmacy data. Would IQH please present any respective data for this type of interface source?

Section VII, Item 7.1.3 states "The exchange must be able to support a monthly batch upload of medical claims data into the repository, as well as an interface with PBMs to receive pharmacy data." What form will the Pharmacy data be sent into the exchange from the PBMs?

Response: The stakeholders have not been selected. However, it is our intention to recruit at least one PBM and one claims-based stakeholder to be included in the 5 stakeholders to be selected for Phase 4.

Section VII, Item 12.2 requires vendors to propose a per patient-transaction unit tiered cost scale. This transactional unit cost was requested in the event the metrics provided in Section VII, Item 4.2, Proof of Concept – Metrics for Phase 2 and Phase 4, were exceeded.

Question 16: Should e-Prescribing be included in the response?

Response: **If the participating stakeholder already has this type system in place, we are interested in capturing that information to be included in the repository only if the information is not incorporated into that stakeholder’s electronic health records before the record is sent to the repository.**

Question 17: For sizing purposes, how long should data be retained and available for viewing?

Response: **There should be default viewing capability of at least one year with the option to select older information stored or archived within the repository covering the length of the three year contract.**

Question 18: Section VII, Item 7.5.11. Would IQH please estimate the total number of non-patient portal users for each phase of the project?

What is the estimate on the number of clinical end users in all phases?

Response: **The 5 potential stakeholders for Phase 2 have not been selected at this time. However, we do understand the need to have some basis of cost associated with user access rights to the web-based portal. There could be as many as 600 physicians needing access to the web-based portal during Phase 2. This does not include other clinical end users who could be authorized to access the repository. The number of clinical end users for the additional 5 stakeholders in Phase 4 (for a total of up to 10 stakeholders) could vary significantly depending on the type and size of the available stakeholders willing to participate.**

Question 19: Do you have a preference on the type of license? PMPM or term license?

Response: **IQH does not have a preference on the type of license proposed.**

Question 20: Will this be a 3 year contract?

Response: **Yes.**

Question 21: What is the dollar amount of the grant?

Please describe the availability of funds and the term length they are available.

Response: **In keeping with standard procedures for RFP development and evaluation, the funds available are not disclosed. However, careful attention was paid to the scope and duration of this proof of concept effort. It is believed that adequate funding has been obtained to fund, at a minimum, the proof of concept, as outlined in RFP 3560.**

Question 22: Section V, Item 1 states that “the Vendor may take any exception to any point within this RFP, ...” Would a proposal qualify for evaluation without prejudice if it took exception to the stipulations concerning fixed payments and proposed instead that certain portions be performed on a time and material basis?

Response: **Vendors may take any exception to any point within this RFP. IQH has no obligation to accept any exception.**

IQH must be able to determine the total cost of the vendor’s proposal.

Question 23: Section VII, Items 4.1.1 through 4.1.6, in addressing potential stakeholders, suggest that such entities will need to be “recruited.” Would IQH please clarify what is meant by “recruited” in this context? It is our assumption that IQH or its representatives will perform any needed recruitment of stakeholders. Additionally, it is our assumption that the identity of candidate stakeholders will be provided by IQH to the Vendor for performance of the analysis mentioned in Section VII, paragraph 10.1.6. Are these assumptions correct?

Since the bidder’s conference has any provider stakeholders been identified and recruited?

Response: **The not-to-exceed 5 stakeholders for Phase 2 and the not-to-exceed 5 stakeholders for Phase 4 have not been selected at this time. IQH will provide the awarded Vendor the identity of potential stakeholders and the Vendor must facilitate and document a thorough stakeholder analysis of these potential participating stakeholders during Phase 1. This analysis, as part of the requirements validation, will be used by IQH in their recruitment efforts and to make the final selection of stakeholders for Phase 2 and Phase 4.**

Question 24: The CCR is a potentially valuable standard but it appears few vendors currently can meet this requirement (Not part of the CCHIT requirements until 2008/2009). In the initial deployment, if the vendor could provide medication history as part of the provider view, would this be acceptable?

Response: The intent is for the repository to contain a continuity of care record using the HL7 CDA document format and be interoperable with ASTM's CCR. An exception can be made, but for IQH to consider the proposal the same information would have to be maintained and it would have to be interoperable with both the HL7 CDA and ASTM CCR.

Question 25: Section VII, Item 7.4.2 outlines vendor staffing requirements/recommendations for the data center. Does IQH require dedicated staffing for the purposes of this project or would shared staffing be sufficient?

Response: IQH does not require dedicated staffing. In the event that shared operational staff are proposed, the vendor should provide suitable documentation highlighting how staff will be allocated to support the applications proposed as well as to provide trouble-shooting and operations management. In addition, should shared operational staff be proposed, it is recommended that this fact be disclosed and thoroughly documented in the data center staffing plan included in the vendor's response (See Section VII, Item 11.5.1). Also, see Section VII, 7.4.2.3, for a list of required staff.

Question 26: Section VII, Item 7.4.3.4. Is it mandatory that the winning vendor have two data centers 250 miles apart? Could it be considered comparable if the data center is located in the central part of the United States away from any weather challenges such as hurricanes? Can we provide contractual commitments regarding data availability and security (rather than two data centers 250 miles apart)?

Response: Vendors may take exception to the requirement of two data centers 250 miles apart. IQH, at its sole discretion, may give consideration to vendors who present a strong argument of why an additional site would not be necessary in meeting the objectives of this RFP.

Question 27: Section VII, Item 7.2.12 states "Allow Patients to designate specific individuals as Patient Proxy users to view their records and audit trails." What audit trail views are required (message level of transactions, actual message/data views, or something else)?

Response: Please refer to Section VII, Items 7.2.15 and 7.5.6 for a description of required audit trails.

Question 28: Section VII, Item 7.2.13.4 states "Allow the patient to order the removal of all existing records from the health information exchange." Does this include the removal of all audit records?

Response: No.

Question 29: Section VII, Item 7.2.13. Will IQH and the vendor work together to define and implement the “opt-in” process for individual recruitment?

Response: **The “opt-in” process for individuals would initially be handled by the participating stakeholder that would be the point of care for patients new to the exchange. IQH and the awarded Vendor would work together to determine the most beneficial system process for their inclusion as well as determining the best business practice for maximizing individual participation within that stakeholder’s patient community.**

Question 30: Section VII, Item 7.5.2. Can you provide more information as to what MS Patient Privacy Laws we need to comply with?

Section VII, Item 7.5.2 addresses Mississippi patient privacy laws. Will MSCHIE provide direction and requirements related to Mississippi’s patient privacy specific requirements?

What are the specific laws which address the release of or sharing of health information in the state of Mississippi?

Response: **IQH will have the initial responsibility to inform the Vendor of current and anticipated laws as well as State agency mandates applicable to this initiative. This initial effort does not relieve the Vendor from the requirement of staying current on applicable laws and regulations for the duration of the MSCHIE initiative. By definition, the Vendor will become partners with IQH in this project and will be required to know and provide oversight of State and Federal laws concerning MSCHIE.**

Examples of Relevant State Laws Include:

Miss. Code Ann. § 13-1-21: The Mississippi Legislature put this Statute in place to protect the confidentiality of communication between Doctors and other health care professionals and their patients. The Statute sets forth that all communication is privileged except where the patient, his personal representative consent, or upon death his legal heirs consent to disclose the information. One prescribed exception of the statute grants implied consent regarding the release of information to health care personnel.

Miss. Code Ann. § 41-9-67: According to this Statute, hospital records are not under the scope of the Public Records act and the previous Statute granting the Doctor Patient Privilege applies to Health Records.

Miss Code Ann. § 41-41-11: This Statute sets out how a patient can waive their privileges and allow disclosure of their medical information. The Statute states

that the consent survives the death of the person giving it. It allows for anyone who could consent to medical treatment on behalf of someone to waive the medical privilege and consent to the disclosure.

Miss Code Ann. § 41-23-1: Following this Statute, physicians are required to report instances of certain dangerous contagious diseases to the State Board of Health and other health care providers.

Miss. Code Ann. § 41-31-17: This Statute prescribes that records showing any person in treatment for a substance abuse problem are to remain confidential unless waived by the person or ordered by the Court.

Miss Code Ann. § 41-21-97: Similarly, this Statute notes the records pertaining to treatment of the mentally ill are confidential and are only to be released if waived, upon court order, when necessary for continued treatment of the patient, necessary to determine eligibility of benefits, or when the treating physician has reason to believe the patient has intentions of causing bodily harm on another.

Question 31: With respect to Section VII, Items 7.5.7 and 7.5.8.

Does or will MSCHIE have data use and data disclosure agreements between its participating providers?

Response: Yes, we will need HIPAA-required Business Associates Agreement (BAA's).

Does Mississippi law require, provide or allow that patients can selectively select or prohibit data (specialty or other) from being shared or exchanged?

Response: No, assuming the patient has signed consent forms and has agreed to participate in the exchange.

Does Mississippi law require, provide or allow that patients can selectively select or prohibit providers from viewing their medical data?

Response: No, assuming the question means to restrict individually named providers from viewing once the patient has signed consent forms and has agreed to participate in the exchange.

What are the specific attributes MSCHIE and its participating providers have defined or will use to identify and facilitate the filtering or prevention of data exchange or viewing?

Response: Vendors should respond with their capabilities, but multi-level validation of identity and authorization is required by HIPAA.

Are participating provider organizations responsible for preventing or sharing medical or protected health information with the MSCHIE and other providers?

Response: Each participant must have clinical systems that conform to Federal and State laws concerning private health information and should therefore deny any request that does not conform to their own internal rules for viewing and sharing. However, once the data is received and stored, the onus falls on MSCHIE to protect privacy and guard against unlawful dissemination of the information.

Question 32: Will the solution be expected to trigger any Bio Surveillance conditions/notifications?

Response: While not a requirement of this RFP, Bio Surveillance notification and other types of clinical alerts based on discrete data filters would be of great future interest. Refer to amendment # 2 above for amended specifications to reflect the details provided in this response.

Question 33: Section VII, Item 3.1.8. Are there a set of parameters that are expected to be used to profile a provider?

Response: As the exchange matures and expands and a patient portal is established, it may be used to provide the patient with information about providers. While the system will need to be flexible enough to incorporate a patient portal for the long-term vision, a patient portal would be outside the scope of this proof of concept RFP.

Question 34: Section VII, Item 7.2.1.2.1. Is the demographic data for the lab results expected to be verified?

Response: The Vendor must ensure data integrity for all data types. This would include verification of all data (including demographics) within the exchange.

Question 35: Section VII, Item 7.8.2. Is the HIE looking for a carbon copy function on the claim data to ensure that the administrative medical record stays as current as possible?

Response: Yes.

Question 36: Will the HIE encourage their members to conduct daily billing cycles to ensure the timely accessibility of data?

Response: It is our intent to collect and store timely data. We will work in collaboration with the awarded Vendor and participating stakeholders in order to help make that happen.

Question 37: Section VII, Items 7.8.6 & 7.8.8. Is the HIE looking for more clinical relevance edits or a “Provider History” style view?

Response: While a “Provider History” style view would be sufficient, we would be interested in being able to filter discrete data elements for clinical relevance. Examples include, but are not limited to, specific test results or being able to run a query report on the data once it enters the exchange.

Question 38: Section VII, Item 4.1.7. Will IQH consider accelerating milestones in the project plan to include, for example, patients or loading claims data as part of earlier phases?

Response: While IQH has no interest in changing the order of the phases as provided in the high-level timeline table in Section VII, Item 7.1, “Implementation Phases”, there would be no objection if the Vendor were able to accelerate the timelines associated with the phases. A patient portal will not be considered during the initial phases, but may come by way of a change order as the project matures.

Question 39: Section VII, Item 7.2.17. Will stakeholders each have their own access URL?

Response: Stakeholders should access the information in the repository through a single URL chosen by IQH and not through an individual stakeholder assigned access URL.

Question 40: Section VII, Item 13.2.6. Define “large stakeholders”.

Response: Large stakeholders refer to hospital chains or hospitals with more than two owned clinics, clinical chains or associations of community health centers, pharmacy chains or PBMs, as well as large claims based entities such as, but not limited to, Medicaid, Medicare, or Blue Cross and Blue Shield.

Question 41: Section VII, Item 1.10, reads, “In addition to the above, Vendor must provide explicit details as to the manner and degree to which the proposal meets or exceeds each specification.” Does 1.10 apply to the questions which the Vendor simply answers “Acknowledged,” “Will Comply” and “Agreed”? Or is the

Vendor expected only to provide additional detail to the questions that *specifically* request extended information, as described in 1.9?

Response: **In addition to responding with the required answer of “Acknowledged”, “Will Comply”, “Agreed”, or “Exception”, vendors are encouraged to provide information on how their proposed solution meets (or exceeds) each specification in sufficient detail for IQH to be able to evaluate vendor’s proposal.**

Question 42: On page 38, the last paragraph before the table indicates to look at “item 10.1.1 below.” Was it really intended to read “item 7.1.1”?

Response: **Understanding the inclusion of the word “below” is somewhat confusing, the reference to Item 10.1.1, “Initial Project Plan”, is correct for the context of the last sentence in the paragraph that reads, “Vendors must accommodate this timeline in the development of a project plan and proposal for this project, as detailed in Item 10.1.1 below.”**

Question 43: Section VII, Item 11.6 requires resumes for “proposed management and technical staff.” Would it be acceptable if the vendor identified key management and technical staff in the proposal and limited resume submissions to those individuals? Paragraph 11.6.2 requires 2 personal references for each person. Can these references be from within that person’s company or do they have to be external references?

Section VII, Item 11.6.2. Should the staff’s personal references exist inside or outside the company, or is it unimportant?

Response: **Resumes may be limited to management and technical staff identified in the proposal.**

References can come from either inside or outside the company.

Question 44: Section III, Item 18 requests product/service information. It is our assumption that this information may be provided as an attachment to the RFP response. Would this be correct?

Response: **While it is acceptable to provide this information as an attachment to the RFP, each distinct attachment provided by the vendor must be tied to a specific requirement in the RFP and clearly labeled.**

Question 45: Section IV, Item 14 requests copies of subcontract agreements. It is our assumption that these may be provided as an attachment to the Cost Proposal. Would this be correct?

Response: **If the subcontract agreements contain cost information, then it is correct that these agreements should be included as an attachment to the Cost Proposal.**

As required in Section IX, Item 2, vendors must disclose their subcontractors and their proposed roles with no reference to cost in the technical response.

Question 46: Section IV, Item 19, in addressing Vendor’s IP that is modified and custom tailored to meet the needs of IQH, requires that “the Vendor must offer IQH an application license entitling IQH to use, and/or alter the software without restriction.” Does IQH understand the full impact of this requirement? What does IQH intend to do with such rights, if the supplier of a commercial software product were to even consider offering such rights, that could cause the warranty and any maintenance to be invalidated, as well as other potential unintended consequences? Would it expect such rights to be further extended to allow a third party on the behalf of IQH to make unrestricted changes? Is it the expectation of IQH that there be an additional license fee to accommodate this requirement for rights which extend beyond any end user software license for a standard commercial offering? Is IQH intending to pay for a source code license to the commercial software product or is it expecting that the cost of the development of “modified and custom-tailored” software be borne solely by the intellectual property owner?

Response: **The requirement in Section IV, Legal and Contractual Information, Item 19, Ownership of Custom-Tailored Software, is only relevant for engagements in which a Vendor is paid to customize application software for a customer’s unique requirements via modifications to source code, such that the Vendor essentially creates a new version of the application. If the degree of code customization is to the extent that IQH could not benefit from or use the base product and its subsequent releases, then IQH would need access to source code to maintain their customized version and to own the product they have paid to have customized.**

This language was not intended to apply to existing products with customizations performed in the deployment and implementation of a base product that is considered to be parameter-based customization rather than code rewrites. The project’s aggressive timeframe, as detailed in Section VII, Item 7.1, dictates the requirement for an existing product with parameter-based customizations for implementation, and as such, IQH does not anticipate owning source code.

Question 47: Section IV, Item 26 and others: Would IQH please clarify the term of the contract as well as the duration of the warranty, including expected dates/events upon which the warranty would commence and conclude? This question is based on several sections of the RFP that suggest different interpretations of contract and warranty durations. For example, Section IV, Item 26, in discussing the Performance Bond/Irrevocable Bank Letter of Credit, states that “The letter of credit/performance bond shall cover the entire contract period and shall not be released until completion of the contract or until the warranty period, if any, has expired, whichever occurs last.” Exhibit A (Standard Contract), Article 2, Period of Performance describes the “Initial Term” of the agreement running from signature acceptance through the end of a 3 year hosting term, the latter ostensibly occurring after IQH acceptance of the development tasks by NLT September 30, 2009. Exhibit A, Article 8, Warranty, Section 8.3 declares “During the term of this Agreement, the Licensor represents and warrants that all Products shall be free from any defect, deficiency,” and that “The Licensor shall repair any Defect at no cost to IQH.” Section VII, paragraph 10.8.3, in addressing retainage of payment, states that “The retainage will be paid after the six-month warranty period has ended and any outstanding system deficiencies covered under the warranty have been corrected.”

Response: **The proposed solution must be warranted throughout the hosting term with warranty starting upon final acceptance of the system by IQH.**

The performance bond will be held the first 6 months of the hosting term and will then be released upon IQH’s confirmation that the solution is performing in accordance with RFP requirements and Vendor’s proposal.

Retainage will be released upon final acceptance of the system by IQH.

Refer to amendment #s 3, 4, and 6 above for amended specifications to reflect the details provided in this response.

Question 48: Section VII, Item 7.8.8, in discussing batch upload of medical claims data, states that the vendor “must validate the data.” Would IQH please confirm that this validation excludes verification of the accuracy of original data resident within a stakeholder source system?

Section VII, Item 7.2.19 requires the Vendor to “ensure data integrity for all data types” and to “verify transmitted data in the exchange.” It is our assumption that verification of data integrity includes checking agreement of data value/type before and after exchange, but does not include verification of the accuracy in stakeholder data intended to be exchanged. Is this correct?

Response: **Verification of data integrity includes checking the agreement of data value/type before and after exchange, but does not include verification of the accuracy in stakeholder data intended to be exchanged.**

Question 49: Section VII, Item 7.4.3.3 states that “Vendor must implement all hardware equipment in racks that will include the network core...”. Would IQH please define specifically what “network core” means in this instance as network equipment in a data center may be shared across multiple data center customers?

Response: **Data center equipment dedicated to meeting the technical specifications outlined in RFP 3560 can be shared. The specifications, as noted in Section VII, Item 7.4.3, do not prohibit shared infrastructure. With respect to the data center requirements, if the vendor has other acceptable or equivalent capabilities that will satisfy these requirements, those capabilities should be specified in the vendor’s response to Section VII, Item 7.4.3.**

Question 50: Would IQH please clarify the text in Section VII, Item 7.4.6.7.1? Does this mean that disaster recovery equipment can be inspected at any time and that this equipment can be used if need be without a disaster at the primary or secondary data centers? Also, is the secondary SAN only in the disaster recovery environment or do you want a secondary SAN in the primary environment?

Response: **Section VII, Item 7.4.6.7 references the inspection of business continuity contracts, not disaster recovery equipment. For specific requirements regarding storage, see Section VII, Item 7.4.8.3.**

Question 51: Section VII, Item 7.4.7.3 states that “query transactions by the clinical user should execute in less than 5 seconds.” Does IQH consider this performance standard applicable across all types of internet access (e.g., DSL, dial-up, etc.) that may be utilized by a clinician?

Response: **In order for the providers of service to continue to utilize the exchange and to insure the information is available quickly at the point of need, access speed is of utmost importance. Understanding there are different connection speeds for different types of internet access, the core system should query transactions fast enough that high-speed data connections would be able to display the results in less than 5 seconds.**

Question 52: Section VII, Item 7.4.8.3.1, it is stated that “all MSCHIE data except operation systems would be stored on the primary SAN, and then copied to the remote SAN on a real time basis.” Would a 10-15 minute delay be acceptable (as opposed to real time) for syncing up the primary and remote SAN? Also, would IQH please advise if in this instance the secondary SAN and remote SAN are the same piece of infrastructure?

Response: As stated in Section VII, Item 7.4.8.3.1, it is expected that the transfer to the remote SAN occur in real time. However, during evaluation of a vendor's proposal, any specific technical requirement that is not met will be judged accordingly.

Question 53: Section VII, Item 7.5 and its subparagraphs offer frequent mention of capabilities for patients to exercise authorizations, viewing, data management, and other permissions and controls of their data in the exchange. Does IQH regard all of these privacy and security requirements to be operable within the context of this effort? (Section VII, Item 4 states that implementation of a patient portal is outside the scope of this Proof of Concept.)

Response: While a patient portal is outside the scope of this RFP, Section VII, Article 7.5, Items 7.5.1 – 7.5.12 are dealing with privacy and security requirements that should be operable. Some of these are patient controls that could be addressed at the provider of service level (including the patient's provider of services allowing the patient to view the data via the provider's connection or provide them with an electronic or hardcopy of the information), while other patient requests will have to be addressed at the exchange level.

Question 54: Section VII, Item 7.5.5.1 states "Allow patient to receive notification that their data may be included in a data exchange." Is this an up front notification that is one time or a notification each time data is to be exchanged for a patient?

Response: It will be a one time notification handled in the initial enrollment paperwork presented to the patient by their provider of care. There may be some interest in automated electronic notification to the patient when their records are released as the project matures and a patient portal is added.

Question 55: Section VII, Item 7.5.7.2 states "Patient authorization of providers - Add/amend/annotate/dispute data in their respective sections of the exchange." Can you please explain what is meant by this and if it is part of the initial 4 stages?

Response: The wording was structured when a patient portal was being considered. While there will be no patient portal for purposes of this RFP, the patient will still need to have the right to dispute potential errors and request their provider of services to correct the information or add "missing" information vital to their care. There will also need to be some venue of dispute resolution for the patient if the provider of care is unwilling or unable to address the errors or add the missing information.

Question 56: Section VII, Item 7.5.12 addresses the login screen with disclaimer. Is MSCHIE open to considering alternative workflow processes that include a click-wrap process that would include the disclaimer information and related items and conditions when a user registers with the MSCHIE for the first time, signifying their acceptance of these terms and conditions, rather than having to accept them each time they choose to sign-on, assuming these terms and conditions are available for review?

Response: **No. The log-on disclaimer/acknowledgement message will need to appear at the bottom of the screen every time the user accesses the sign-on page as requested.**

Question 57: Section VII, Item 7.8. states that “Some data providers may wish to pre-load historical data from a defined time period, in preparation for data exchange with MSCHIE.” Would IQH please comment upon whether such pre-loads are limited to one-time events; the anticipated number of stakeholders who would desire a pre-load of historical data; and the anticipated volume(s) of pre-load historical data?

Response: **The pre-loading of historical data would be an initial load of data covering a defined time period including data obtained before the stakeholder’s enrollment in MSCHIE. Since the stakeholders have not been selected, the number of participants that would be willing and able to provide historical data and the volume that would entail is undetermined. However, Section VII, Item 12.2 requires vendors to propose a per patient-transaction unit tiered cost scale. This transactional unit cost was requested in the event the metrics provided in Section VII, Technical Specifications, Item 4.2, Proof of Concept – Metrics for Phase 2 and Phase 4, were exceeded.**

Question 58: Section VII, Item 7.8.5 states that the “Vendor must support solution for migration of non-convertible data.” It is our assumption that the Vendor will be able to offer a recommended approach for any such solution. Is this correct?

Response: **This is correct.**

Question 59: Section VII, Item 7.8.9 states that the Vendor “must provide on-site 24 hour 7 day per week data migration support.” It is our assumption that on-site support of this nature is to be located at the data center. Is this correct?

Response: **This is correct.**

Question 60: Section VII, Item 9 and its subparagraphs, in discussing Help Desk functions, is not identified as an associated price (i.e., Help Desk) to be disclosed within the

Payment Schedule of Section VIII. Does IQH regard the Help Desk activity as a cost element that must be separately proposed?

Response: **IQH requires vendors to bid help desk services at a fixed price and to insert a line item in Section VIII, Cost Information Submission in the appropriate phase as needed.**

Question 61: Section VII, Item 9.3 states that the vendor must warrant the software to be error free “for the entire term of the agreement after IQH’s acceptance of the system.” Would IQH please clarify what event(s) will constitute acceptance of the system? Also, does the phrase “entire term of the agreement,” as used in this context, mean a period of time from acceptance through the end of the initial 3 year hosting period described in Exhibit A, Article 2?

Response: **Acceptance will be mutually agreed upon by IQH and the Vendor and documented, as described in Section VII, Item 10.1.7.6 – User Acceptance Test Plan for both ASP host solution and interfaces, Phase 1. Also, for additional information with respect to “acceptance,” see Exhibit A, Articles 3, 5, 6, 7, 8, 14, 40, and 42. Yes, “entire term of the agreement” is synonymous with the period of performance, as described in Exhibit A, Article 2.**

Question 62: Section VII, Item 9.4 describes maintenance of a “host site” and annual limits on associated cost increases. Would IQH please clarify what is meant by “host site” in this section?

Response: **The site location hosting the Help Desk data system.**

Question 63: Section VII, Item 10.1.1 requires an initial Project Plan and approach in the proposal response. It is our assumption that this plan should be provided in the response itself rather than as a stand-alone Project Plan document. Is this correct?

Response: **As long as the attachment title and exhibit number on the document is clearly indicated and the exhibit number and title of the document is referenced at 10.1.1 within the RFP, the Project Plan document can be provided as an attachment.**

Question 64: Section VII, Item 10.1.6.1 states that the vendor, at the direction of IQH, “must facilitate the necessary meetings to discuss and finalize the vision for the proof of concept, and must facilitate finalization of the system requirements.” In order to effectively estimate the cost and properly price the formal fixed price offer, it is our understanding that a proposal may contain an assumption that will be used to define the scope of the offer, including the anticipated number of meetings that

will occur and certain parameters related to the review and acceptance of this and other work products required to be delivered during the course of the contract. We trust that IQH will duly advise if there are additional details that IQH wishes to specify now as part of its formal solicitation to clarify its needs on this and other requirements which may be seen as open ended. Is this a correct understanding?

Response: **IQH provided direction and as much detail as possible with respect to the not-to-exceed number of stakeholders to be recruited as part of Phase 2 and 4 of this Proof of Concept, given that stakeholders are unknown at this time and will be selected during the project execution. Vendors must disclose any assumptions used to develop their fixed cost proposal.**

Question 65: Section VII, Item 12 provides instructions as to what is to be included in the “Cost Proposal”. Since there is a separate Cost Proposal response, it is our assumption that this Section can be responded to with an “ACKNOWLEDGED” and all of this information provided in the Cost Proposal. Is this correct?

Response: **This assumption is correct.**

Question 66: Section VII, Item 12.1 states that the Vendor must “specify all costs associated with this project, including but not limited to costs for professional services, customization, ... hosting costssoftware and hardware support costs, help desk costs, and post implementation technical support costs.” Section VII, Item 12.2 states that the Vendor “must propose fixed costs associated with the schedule of deliverables prepared in response to Section VII, Item 10.” Would IQH please indicate whether the costs mentioned in Section VII, paragraph 12.2 are to include those mentioned in Item 12.1 or are the Item12.1 costs to be displayed as separate and distinct costs in the proposal?

Response: **The intent of item 12.1 was to ensure the vendor provided all pricing necessary to meet the requirements specified in this RFP. While IQH understands that vendors have their unique pricing structures and models, IQH desires costs to be provided as granularly as possible to allow calculation of costs by phase.**

Question 67: Section VII, Item 12.2 states that “hosting will occur for a three (3) year period beginning with production implementation in Phase Three (3) March 2009.” Exhibit A (Standard Contract), Article 2, Period of Performance describes the “Initial Term” of the agreement running from signature acceptance through the end of a 3 year hosting term, the latter ostensibly occurring after IQH acceptance of the development tasks by NLT September 30, 2009. Would IQH please clarify when the three year hosting period commences?

Response: For the purposes of defining the commencement of the hosting period, refer to Exhibit A, Article 2.

Question 68: Section VII, Item 12.3 states that a proposed hourly rate or rate schedule for performing any future Change Orders “must be fully loaded to include any travel or per diem costs and must be for the duration of the project.” As travel and per diem costs will be specific to a particular task which has yet to be assigned, would IQH please clarify the requirement for inclusion of such costs? In addition, would IQH please clarify the anticipated end date in the phrase “duration of the project?”

Response: In complying with Section VII, Item 12.3, vendors should respond with fully-loaded hourly rates for the specific skill sets deemed necessary for the potential Change Order functionality included in Section VII, Item 12.3.1, 12.3.1.1, 12.3.1.1, 12.3.1.1, 12.3.1.4, and 12.3.1.5

Question 69: Section VIII, Cost Information Submission table, Stakeholders Interface item states that the “not to exceed cost for Ten (10) stakeholders covering each requirement as described in section VII, item 7.7” must be displayed. It is our assumption that a single cost may be presented which includes all costs associated with the respective requirements identified in Item 7.7 and its subparagraphs. Is this correct?

Response: Section VIII, Cost Information Submission table, “Stakeholders Interfaces – Not to exceed cost for Ten (10) stakeholders covering each requirement as described in Section VII, Item 7.7”, is meant to cover all costs associated with any combination of up to 10 stakeholders as described in Section VII, Item 4.1, “Proof of Concept – Potential Stakeholders for Phase 2 and Phase 4”.

Question 70: Section VIII, Cost Information Submission Table, includes a “Unit Cost for Batch Upload Interface.” It is our assumption that this cost represents the unit cost for development and implementation of the medical claims and pharmacy data interfaces described in Section VII, Paragraphs 4.1.7 and 4.1.8. Is this correct?

Response: “Unit Cost for Batch Upload Interface” would include costs associated with development and implementation of each medical claims and pharmacy data interface after implementation of the initial 10 stakeholders. While the 10 initial stakeholders have not been selected, it is our intent to include at least one claim data based stakeholder and at least one pharmacy data based stakeholder as participants in Phase 4. It is possible one or more of these type stakeholders (batch upload implementation) would want to participate after the initial 10 stakeholders were selected. While adding stakeholders over and above the initial 10 would be handled by way of a change order, we are requesting a fixed price associated with development and implementation of the interface for this type of stakeholder.

Question 71: Section VIII, Cost Information Submission Table, includes a “Unit Cost for Incremental Stakeholders Interfaces.” Given the requirement for a Vendor to propose a rate schedule for possible Change Orders that would expand functionality to additional stakeholders, would IQH please clarify the intended scope of this cost and its potential relationship to the mentioned Change Orders?

Response: Assuming the reference to “expand functionality to additional stakeholders” in the question above was derived from Section VII, Item 12, “Cost Proposal”, Item 12.3.1.3, “Implementation of additional providers via a distributed, federated exchange model;”, this was intended to cover expansion of the exchange to include stakeholders that would not participate in a repository and only release or “share” the information to specific providers in a provider-to-provider or federated type exchange.

Section VIII, Cost Information Submission Table, “Unit Cost for Incremental Stakeholders Interfaces”, is requesting a fixed single unit cost to cover all costs associated with adding clinical based stakeholders over and above the 10 initial stakeholders. While this would be handled by way of a change order, we are requesting a fixed price associated with adding additional stakeholder interfaces after the implementation of the initial 10 stakeholders.

Refer to amendment # 5 above for amended specifications to reflect the details provided in this response.

RFP responses are due July 7, 2008, at 3:00 p.m. (Central Time).

If you have any questions concerning the information above or if we can be of further assistance, please contact Paula Tullos at (601) 957-1575 ext. 229 or via email at ptullos@msqio.sdps.org.

cc: File 37409