



REQUEST FOR PROPOSAL
IMPLEMENTATION AND OPERATIONS SERVICES FOR
MEDICAID
ELECTRONIC HEALTH RECORDS SYSTEM AND
E-PRESCRIBING SYSTEM (MEHRS/eScript)
RFP# 20090121

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Sealed Proposals


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1 OVERVIEW

1.1 Purpose

This Request for Proposals, hereafter referred to as the RFP, is requesting offers from responsible Contractors to assist the Agency in implementing and operating an electronic health record (EHR) and e-prescribing solution. The Medicaid E-Health Record and E-Prescribing System (MEHRS/eScript) project will be implemented in phases and is envisioned to have the following capabilities:

Project Phase 1

- Web portal access for Medicaid providers to obtain an electronic health record based on Medicaid medical and prescription claims data
- Web-based e-prescribing system using Medicaid claims data
- Web portal access for Medicaid providers to obtain hospital discharge information based on Medicaid claims

Project Phase 2

- Web portal access for Medicaid providers to obtain laboratory test results and x-rays in the web portal
- Ability to participate in a Regional Health Information Organization (RHIO) to receive Electronic Medical Records (EMR) and to send and receive EHR


Project Phase 3

- Web portal access for beneficiaries to view/update personal health information
- Allow other payers to participate

The contract term will be for four years. Once the functionality required in Phase 1 is implemented, the Contractor will operate MEHRS/eScript for the remainder of the contract term. There will be an option for two contract extensions of two years each.

1.2 Authority

This RFP is issued under the authority of Title XIX of the Social Security Act as amended, implementing regulations issued under the authority thereof and under the provisions of the Mississippi Code of 1972 as amended. All prospective Contractors are charged with presumptive knowledge of all requirements of the cited authorities. The submission of a valid executed proposal by any prospective Contractor shall constitute admission of such knowledge on the part of each prospective Contractor. Any proposal submitted by any prospective Contractor which fails to meet any published requirement of the cited authorities may, at the option of Division of Medicaid (DOM), be rejected without further consideration. Medicaid is a program of medical assistance for the needy administered by the States using State appropriated funds and Federal matching funds within the provisions of Title XIX and Title XXI of the Social Security Act as amended.

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In Mississippi (MS), the Medicaid program began on January 1, 1970. The program is administered in Mississippi by the Division of Medicaid, Office of the Governor, by authority of Section 43-13-101 et seq. of the Mississippi Code of 1972. Services are provided through a fee-for-service arrangement with a variety of medical providers. The Mississippi Division of Medicaid currently has no managed care programs.

1.3 Organizations Eligible to Submit Proposals

To be eligible to submit a proposal, an Offeror must provide documentation for each requirement as specified below:

1. The Offeror has not been sanctioned by a State or Federal government within the last 10 years.
2. The Offeror must have experience in contractual services providing the type of services described in this RFP.
3. The Offeror must be able to provide each required component and deliverable as detailed in the Scope of Work.
4. The Offeror is willing to submit a single proposal as Prime Contractor on behalf of his company and any subcontractors.

1.4 Procurement Approach

The major steps of the procurement approach are described in detail in Section 4 of this RFP. Proposals must be submitted in two parts: Technical Proposal and Business Proposal. The format and content are each specified in Sections 5 and 6 of this RFP.


1.5 Accuracy of Statistical Data

All statistical information provided by DOM in relation to this RFP represents the best and most accurate information available to DOM from DOM records at the time of the RFP preparation. DOM, however, disclaims any responsibility for the inaccuracy of such data and should any element of such data later be discovered to be inaccurate, such inaccuracy shall not constitute a basis for contract rejection by any Offeror. Neither shall such inaccuracy constitute a basis for renegotiation of any payment rate after contract award. Statistical information is available on the DOM web site <http://www.medicaid.ms.gov>.

1.6 Electronic Availability

The materials listed below are on the Internet for informational purposes only. Actual original procurement documents are held by the DOM Procurement Office. The DOM web site is <http://www.medicaid.ms.gov>.

1. This RFP and RFP Questions and Answers (following official written release of responses)
2. Division of Medicaid Annual Reports
3. Provider Manuals and Bulletins

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1.7 Additional Information

Public financial information is available at <http://merlin.state.ms.us> under the Public Access query section.


DOM's website is <http://www.medicaid.ms.gov>

State of Mississippi portal is <http://www.mississippi.gov>

Mississippi Department of Information Technology Enterprise Security Policy can be found at http://www.ms.gov/pdf/security_policy.pdf

Mississippi Department of Information Technology Procurement regulations can be found at <http://www.its.ms.gov/procurement.shtml>

No other information will be made available to potential Offerors.

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2 MISSISSIPPI MEDICAID PROGRAM INTRODUCTION

2.1 Overview

2.1.1 Summary of the Administration

Medicaid is a program of medical assistance for the needy administered by the States using state appropriated funds and federal matching funds within the provisions of Title XIX and Title XXI of the Social Security Act as amended. In Mississippi, the Medicaid program began on January 1, 1970. The program is administered in Mississippi by the Division of Medicaid, Office of the Governor by authority of Section 43-13-101 et seq. of the Mississippi Code of 1972. As of July 1, 1981, the Mississippi Legislature mandated that Medicaid eligibility determinations for the aged, blind and disabled categories be changed to Supplemental Security Income (SSI) determination under Section 1634 of the Social Security Act.

2.1.1.1 Services of the Mississippi Program


The services listed below are covered by Mississippi Medicaid, unless otherwise noted. There are currently no managed care programs; all eligible beneficiaries are covered through fee-for-service.

2.1.1.1.1 Mandatory Services:

- Early and Periodic Screening, Diagnosis and Treatment (EPSDT) and Expanded EPSDT Services
- Family Planning Services
- Federally Qualified Health Centers (FQHC) Services
- Home Health Services
- Inpatient Hospital Services
- Laboratory and X-Ray Services
- Nurse Midwife Services
- Nurse Practitioner Services (Pediatric and Family)
- Nursing Facility Services
- Outpatient Hospital Services
- Physicians Services
- Rural Health Clinic Services
- Transportation Services

2.1.1.1.2 Optional Services:

- Ambulatory Surgical Center Services
- Chiropractic Services
- Christian Science Sanatoria Services
- Dental Services
- Disease Management Services
- Durable Medical Equipment
- Eyeglasses
- Freestanding Dialysis Center Services
- Hospice Services

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Intermediate Care Facilities for the Mentally Retarded (ICF/MR) Services
 Inpatient Psychiatric Services
 Mental Health Services
 Pediatric Skilled Nursing Services
 Podiatrist Services
 Prescription Drugs
 Psychiatric Residential Treatment Facilities Services
 State Department of Health Clinic Services
 Targeted Case Management Services for Children with Special Needs

2.1.1.1.3 Waivered Services:

Home and Community Based Services (HCBS) for the Elderly and Disabled
 HCBS for the Intellectually Disabled/Developmentally Disabled
 HCBS for the Independent Living
 HCBS for Assisted Living
 HCBS for TBI/Spinal Cord Injury
 Healthier Mississippi 1115 Waiver
 Family Planning 1115 Waiver
 Mississippi Youth Programs Around The Clock (MYPAC) Demonstration Grant

2.1.2 DOM Organization and Functions

Additional information concerning DOM organization and functions can be found on the RFP page of the DOM web site <http://www.medicaid.ms.gov>.


2.1.3 DOM Annual Report

The DOM Annual Report Summary provides information on beneficiary enrollment, program funding and expenditures broken down by types of services covered in the Mississippi Medicaid program for the respective fiscal years. The Annual Reports are available on the DOM web site <http://www.medicaid.ms.gov>

2.2 Mississippi Electronic Health Record Initiatives

In March 2007, Governor Haley Barbour established the Mississippi Health Information Infrastructure Task Force for the purpose of improving the quality and safety of healthcare delivery by means of the expedited adoption and implementation of Health Information Technology (HIT) and Health Information Exchange (HIE) across the state. The Task Force Recommendations were as follows:

1. Mississippi should implement a “proof of concept” HIE. This pilot HIE will facilitate improved health care delivery and treatment while affording the Task Force hands-on experience, thus forging a foundation for the development of a strategy for a more expansive state-wide HIE.
2. The Task Force believes a phased approach of developing useful functionalities that offer value to patients, pharmacies, physicians, and payers (i.e., insurers and Medicaid) would result in a sustainable business model and increase adoption in the


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use of HIE. A use case focused on medication history, appropriately planned and executed by a pilot project, would offer several benefits.

- Leverages existing, readily available information from major data repositories such as Mississippi Division of Medicaid, Blue Cross/Blue Shield of Mississippi, other payers and other third party pharmacy benefit administrators
- Provides value to all major stakeholders: patients, physicians, and payers
- Allows access via an Internet browser at little or no cost to the physician and can be rolled out in stages, beginning with the coastal six counties that are most dramatically affected by hurricanes
- Fosters high adoption by providers with ease of access and potential clinical value thus promoting the adoption of additional HIT/HIE initiatives
- Facilitates the Task Force to determine the validity and value of HIT/HIE, without a sizeable investment in staff or infrastructure, and develop “lessons learned” for subsequent HIT/ HIE initiatives
- Generates additional initiatives and final HIT/HIE strategic plan from the medication history proof of concept project and from additional work by the Task Force over the next 18 months

Indicated below is a description of the other electronic health care record initiatives (both public and private) underway in Mississippi:

1. Rural Hospital Initiative: MS CHIP established an interoperable information infrastructure and implemented a medication error reporting system in small hospitals. As part of the initiative, an 8-hospital rural network was formed to include: North Sunflower County Hospital, South Sunflower County Hospital, Neshoba Regional Hospital, Sharkey-Issaquena Hospital, Leake Memorial Hospital, Laird Hospital, Tallahatchie Hospital, and Humphreys County Memorial Hospital. This system has been successful for over two years. Building on this early initiative through the Mississippi Institute for the Improvement of Geographic Minority Health (MIGMH), MS has begun expanding its offering to include a fully functioning EHR for offices in MS rural and underserved areas, focusing on those with less than five physicians per office.
2. Project CONNECT expanded upon an electronic medical records-sharing initiative for high-risk infants and their families; developed portable personal electronic medical records for high-risk infants; used telemedicine technologies to enhance evidence; and created Web-based decision support resources for physicians who care for infants.
3. Coastal Family Health Center (CFHC) initiative is designed to support implementation of EHRs at health centers and networks linking multiple health center grantees. A federal grant allows CFHC to centrally implement a HealthPort EHR system across a seven member HIT network within Jackson, Harrison and Hancock counties that includes Coastal Family Health Center, Greene Area Medical Extenders, Amite County Medical Services, Central MS Health Services, Jefferson Comprehensive Health Center, Mantachie Rural Health Care and Northeast Mississippi Health Care. CFHC intended to have all seven of the community health centers and their clinics operational within the network by the end of September 2008. Future objectives include a patient web portal and the inclusion of hospitals near CFHC’s clinics.
4. The Coastal Family Health Center (CFHC) is implementing EHRs at seven FQHCs and 31 rural health Centers. When Coastal Family Health Center’s EHR system went

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operational, all patient demographic data was downloaded into a central data repository. Once the patient had at least one office visit, the system began to load their medical data into the data repository. Currently, Coastal does share data with Medicaid in the form of claims data. When Medicaid implements the EHR, these entities can begin sharing medical and prescription data on Coastal's patients. Many Medicaid patients use one of the 31 rural health clinics and the seven FQHCs.

5. Mississippi proposed an eHealth Information Support Network (eHISN) for six coastal counties devastated by hurricane Katrina, including Pearl River, Stone, George, Hancock, Harrison, and Jackson. This network will finance the provision of an HIE "engine" and a clinical data repository that contains a continuity of care record. The initial population of the record content will focus on medication history, and may include data such as clinical messaging and results reporting. In addition, this proposal will also include a master patient index and web portal. The eHISN will be an interoperable health information network linking providers and integrating PHI to create an efficient, effective and secure network of patient care. The model is patient-centric in that the patient will be empowered and has control over access to medical information. The model suggested in this project is supportive of NHIN initiatives calling for the efficient, timely, and secure exchange of patient health information.
6. Information and Quality Healthcare (IQH) awarded the RFP for a coastal hybrid clinical data repository/health information exchange system to Medicity. The primary goal of the Mississippi Health Information Exchange (MSCHIE) is to improve patient care delivery in Mississippi, particularly for Pearl River, Stone, George, Hancock, Harrison and Jackson counties. The project will begin by concentrating on the six coastal counties to establish an exchange network among participating providers as well as establish a repository of critical health information that can be readily accessed and electronically transported without fear of physical loss. Medicaid is already in discussion with the IQH to share data to populate the central repository. This is certainly a partnership Medicaid is interested in pursuing. IQH and Medicity will jointly reach out to stakeholders.

2.3 Mississippi Medicaid e-Prescribing Initiatives

Currently, DOM contracts with Gold Standard Multimedia (GSM) to manage the eMPowerX project. Since 2005, physicians participating in the Medicaid program have had real-time access to patient-specific medication histories integrated around comprehensive prescription drug information through the e-Prescribing project. Using the Internet, providers can receive a 100-day prescription history for each of their Medicaid patients by entering the patient's identification number. That information is then integrated with a clinically relevant, real-time drug information database that readily identifies the medications covered by Mississippi Medicaid, and provides alternates for those medications that require prior authorization. The system, in addition to supporting e-Prescribing, includes a variety of innovative tools that allow providers to better manage their Medicaid patients and combat fraud and abuse in the prescription drug benefit program. The program has consistently achieved a high return on investment to the State, and has been recognized nationally as an innovative, successful approach to medication management and cost containment in Medicaid.

Providers may use their own Personal Data Assistant (PDA) to access data, if they install client software on the PDA. Web access does not require any client software. The current contract ends in June 2009.

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3 TERMS AND CONDITIONS

3.1 General

The contract between the State of Mississippi and the Contractor shall consist of: 1) the contract and any amendments thereto; 2) this request for proposals (RFP) and any amendments thereto; 3) the Contractor’s proposal submitted in response to the RFP by reference and as an integral part of this contract; 4) written questions and answers. In the event of a conflict in language among the four documents referenced above, the provisions and requirements set forth and/or referenced in the contract and its amendments shall govern. In the event that an issue is addressed in one document that is not addressed in another document, no conflict in language shall be deemed to occur.

However, DOM reserves the right to clarify any contractual relationship in writing, and such written clarification shall govern in case of conflict or ambiguity with the applicable requirements stated in the RFP or the Contractor’s proposal. In all other matters not affected by the written clarification, if any, the RFP and its amendments shall govern.

No modification or change of any provision in the contract shall be made, or construed to have been made, unless such modification or change is mutually agreed upon in writing by the Contractor and DOM. The agreed upon modification or change will be incorporated as a written contract amendment and processed through DOM for approval prior to the effective date of such modification or change. In some instances, the contract amendment must be approved by Centers for Medicare and Medicaid Services (CMS) before the change becomes effective.


All rates set by the Contractor for delivery of services must be actuarially sound and certified prior to submission of the terms. The only representatives authorized to modify this contract on behalf of DOM and the Contractor are shown below:

Contractor: Person(s) designated by the Contractor

Division of Medicaid: Executive Director

3.2 Performance Standards, Actual Damages, Liquidated Damages, and Retainage

DOM reserves the right to assess actual or liquidated damages, upon the Contractor’s failure to provide timely services required pursuant to this contract. Actual or liquidated damages for failure to meet specific performance standards as set forth in the scope of work may be assessed as specifically set forth in each performance standard. The Contractor shall be subject to damages and or sanctions described below. The Contractor shall be given 15 days notice to respond before DOM makes the assessment. The assessments will be offset against the subsequent monthly payments to the Contractor. Assessment of any actual or liquidated damages does not waive any other remedies available to DOM pursuant to this contract or state or federal law. If liquidated damages are known to be insufficient, DOM has the right to pursue actual damages. If the Contractor’s failure to perform satisfactorily exposes DOM to the likelihood of contracting with another person or entity to perform services required of the Contractor under this contract, upon notice setting forth the services and retainage, DOM may withhold from the Contractor payments in an amount commensurate with the costs anticipated

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to be incurred. If costs are incurred, DOM shall account to the Contractor and return any excess to the Contractor. If the retainage is not sufficient, the Contractor shall immediately reimburse DOM the difference or DOM may offset from any payments due the Contractor. The Contractor will cooperate fully with the retained Contractor and provide any assistance it needs to implement the terms of its agreement for services for retainage. The following liquidated damages apply:

1. Unauthorized utilization of the data/information in contravention and/or violation of this contract.
 - \$500 per occurrence. An occurrence means each unauthorized use, regardless of the number of beneficiaries or providers involved.
2. Unauthorized disclosure of any information in violation of this contract.
 - \$500 per occurrence. An occurrence means each unauthorized disclosure, regardless of the number of beneficiaries or clinicians involved.
3. Failure to timely process beneficiary request for Opt-Out from participation in the EHR.
 - \$500 per occurrence. An occurrence means each beneficiary Opt-Out request not completed timely (within 10 business days).
4. Failure to meet the requirements of Health Insurance Portability and Accountability Act (HIPAA) with regard to provisions of a disclosure accounting/audit of beneficiary information.
 - \$500 per occurrence. An occurrence means each disclosure of beneficiary information.
5. Failure to meet reporting and deliverable requirements in accordance with this contract.
 - \$100 per occurrence. An occurrence means submitting reports after the due date.
6. Failure to meet the requirements of the Business Associates Agreement (BAA).
 - \$100 per occurrence. An occurrence means each failure to comply with the BAA requirements, regardless of the number of beneficiaries or clinicians involved.
7. Failure to meet system performance requirements as outlined in Appendix A.
 - \$100 per occurrence. An occurrence means failing to meet system performance requirements as outlined in Appendix A of this RFP.

3.3 Bonding Requirements

3.3.1 Bid Proposal Bond

Offeror's must submit in original copy of the Business Proposal, a Bid Proposal Bond or proposal guarantee in the form of a cashier's check, certified check, bank draft, treasurer's check, or bond payable to DOM in an amount equal to five percent (5%) of the total

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implementation and operations costs identified by Pricing Schedules in Appendix F: PROPOSAL COST RESPONSE FORM of the Business Proposal.

The submitted Bid Proposal Security shall guarantee the availability of the services as described throughout the Bid Proposal. If the Offeror elects to use a bond, a surety licensed to do business in Mississippi must issue the bond in a form acceptable to DOM. The Bid Proposal Security shall be forfeited if the Offeror chosen to receive the contract withdraws its Bid Proposal after DOM issues a Notice of Intent to Award, does not honor the terms offered in its Bid Proposal, or does not negotiate contract terms in good faith. The Bid Proposal Security must remain in force and in the DOM's possession for 180 days except that upon the signing of contracts and approval of the contracts by CMS, the Bid Proposal securities will be returned to unsuccessful Offerors. In the event that all Bid Proposals are rejected or the RFP is cancelled, Bid Proposal Securities will be returned to the Offerors.

3.3.2 Performance Bond Requirements


1. The Contractor must post a Performance Bond in an amount equal to fifty percent (50%) of the Implementation cost specified in the Contractor's Bid Proposal for the Implementation Phase of the Contract.
2. The Contractor must post a Performance Bond in an amount equal to twenty percent (20%) of the annual operations price specified in the Contractor's Bid Proposal for the Operations Phase of the Contract.
3. A surety authorized to do business in Mississippi that is acceptable to the DOM must issue the bond.
4. The Performance Bond must be in force for the term of the contract and shall be delivered to the Division of Medicaid (DOM) upon execution of the Contract.
5. The bond must provide funds to the Division of Medicaid (DOM) for any liability, loss, damage, or expense as a result of the Contractor's failure to perform fully and completely all requirements of the Contract. Such requirements include, but are not limited to, the Contractor's obligation to pay liquidated damages, indemnify the Division of Medicaid (DOM) under circumstances described in the Contract, and the Contractor's obligation to perform the services required by the contract throughout the entire term of the Contract.

3.4 Term of Contract

The contract period begins the day the contract is executed by both parties and will allow the Contractor 5 months to implement MEHRS/eScript, and then 43 months to operate the MEHRS/eScript.

Renewals of the contract, by mutual agreement of both parties, include a maximum of two two-year extension intervals.

The Contractor shall provide the State the perpetual rights and/or license to operate and maintain all proprietary software after the termination of the contract.

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3.5 Stop Work Order

1. Order to Stop Work - The DOM Contract Administrator may, by written order to the Contractor at any time and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to the Contractor, unless the parties agree to an extension. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allowable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within an extension to which the parties shall have agreed, the Contract Administrator shall either:
 - a. Cancel the stop work order; or
 - b. Terminate the work covered by such order as provided in the “Termination for Default Clause” or the “Termination for Convenience Clause” of this contract.
2. Cancellation or Expiration of the Order - If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, only if:
 - a. The stop work order or extension results in an increase in the time required for, or in the Contractor’s cost properly allocable to, the performance of any part of this contract; and
 - b. The Contractor asserts a claim for such an adjustment within 30 days after the end of the stop work order or extension.
3. Termination of Work - If a stop work order or extension is not canceled and the work covered by such stop work order or extension is terminated for default or convenience, adjustment to the contract price will be negotiated between DOM and the Contractor.

3.5.1 Termination of Contract


The contract resulting from this RFP may be terminated by DOM as follows:

1. For default by the Contractor
2. For convenience
3. For the Contractor’s bankruptcy, insolvency, receivership, liquidation
4. For non-availability of funds

At DOM’s option, termination for any reason listed herein may also be considered termination for convenience.

3.5.1.1 Termination for Default by the Contractor

DOM may immediately terminate this contract in whole or in part whenever DOM determines that the Contractor has failed to satisfactorily perform its contractual duties and responsibilities and is unable to resolve such failure within a period of time specified by DOM, after considering the gravity and nature of the default. Such termination shall be referred to herein as “Termination for Default.”

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Upon determination by DOM of any such failure to satisfactorily perform its contractual duties and responsibilities, DOM may notify the Contractor of the failure and establish a reasonable time period in which to resolve such failure. If the Contractor does not resolve the failure within the specified time period, DOM will notify the Contractor that the contract, in full or in part, has been terminated for default. Such notices shall be in writing and delivered to the Contractor by certified mail, return receipt requested, or in person.

If, after Notice of Termination for Default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or make progress in performance was due to causes beyond the control and without error or negligence on the part of the Contractor or any subcontractor, the Notice of Termination shall be deemed to have been issued as a termination for the convenience of DOM, and the rights and obligations of the parties shall be governed accordingly.

In the event of Termination for Default, in full or in part as provided by this clause, DOM may procure, upon such terms and in such manner as DOM may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to DOM for any excess costs for such similar supplies or services for the remainder of the contract period. In addition, the Contractor shall be liable to DOM for administrative costs incurred by DOM in procuring such similar supplies or services.

In the event of a termination for default, the Contractor shall be paid for those deliverables which the Contractor has delivered to DOM. Payments for completed deliverables delivered to and accepted by DOM shall be at the contract price.

The rights and remedies of DOM provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

3.5.1.2 Termination for Convenience

DOM may terminate performance of work under the contract, in whole or in part, whenever, for any reason DOM shall determine that such termination is in the best interest of DOM.


In the event that DOM elects to terminate the contract pursuant to this provision, it shall notify the Contractor by certified mail, return receipt requested, or delivered in person. Termination shall be effective as of the close of business on the date specified in the notice, which shall be at least 30 days from the date of receipt of the notice by the Contractor.

Upon receipt of Notice of Termination for convenience, the Contractor shall be paid the following:

1. The contract price(s) for completed deliverables delivered to and accepted by DOM.
2. A price commensurate with the actual cost of performance for partially completed deliverables.

3.5.1.3 Termination for the Contractor Bankruptcy

In the event that the Contractor shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets, or shall avail itself of, or become subject

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to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of the rights of creditors, DOM may, at its option, terminate this contract, in whole or in part.

In the event DOM elects to terminate the contract under this provision, it shall do so by sending Notice of Termination to the Contractor by certified mail, return receipt requested, or delivered in person. The date of termination shall be the close of business on the date specified in such notice to the Contractor. In the event of the filing of a petition in bankruptcy by or against a principal subcontractor, the Contractor shall immediately so advise DOM.

The Contractor shall ensure and shall satisfactorily demonstrate to DOM that all tasks related to the subcontract are performed in accordance with the terms of this contract.

3.5.1.4 Availability of Funds


It is expressly understood and agreed that the obligation of DOM to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide or the State of Mississippi to appropriate funds, or the discontinuance, or material alteration of the program under which the funds were provided or if funds are not otherwise available to the State, the State shall have the right upon 10 working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost, or expense to the State of any kind whatsoever. The effective date of termination shall be as specified in the Notice of Termination.

3.5.2 Procedure on Termination

3.5.2.1 Contractor Responsibilities

Upon delivery by certified mail, return receipt requested, or in person to the Contractor a Notice of Termination specifying the nature of the termination, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective, the Contractor shall:

1. Stop work under the contract on the date and to the extent specified in the Notice of Termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work in progress under the contract until the effective date of termination;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
4. Deliver to DOM within the time frame as specified by DOM in the Notice of Termination, copies of all data and documentation in the appropriate media and make available all records required to assure continued delivery of services to beneficiaries and providers at no cost to DOM;
5. Complete the performance of the work not terminated by the Notice of Termination;

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6. Take such action as may be necessary, or as DOM may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which DOM has or may acquire an interest;
7. Fully train DOM staff or other individuals, at the direction of DOM, in the operation and maintenance of the process;
8. Promptly transfer all information necessary for the reimbursement of any outstanding claims; and
9. Complete each portion of the Turnover Phase after receipt of the Notice of Termination. The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any allowable delay in determining or adjusting the amount of any item of reimbursable price under this clause.

The Contractor has an absolute duty to cooperate and help with the orderly transition of the duties to DOM or its designated Contractor following termination of the contract for any reason.

3.5.2.2 DOM Responsibilities

Except for Termination for Contractor Default, DOM will make payment to the Contractor on termination and at contract price for completed deliverables delivered to and accepted by DOM. The Contractor shall be reimbursed for partially completed deliverables at a price commensurate with actual cost of performance. In the event of the failure of the Contractor and DOM to agree in whole or in part as to the amounts to be paid to the Contractor in connection with any termination described in this RFP, DOM shall determine on the basis of information available the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.


The Contractor shall have the right of appeal, as stated under Disputes (Paragraph 3.11.6) from any such determination made by DOM.

3.5.3 Assignment of the Contract

The Contractor shall not sell, transfer, assign, or otherwise dispose of the contract or any portion thereof or of any right, title, or interest therein without written consent of DOM. Any such purported assignment or transfer shall be void. If approved, any assignee shall be subject to all terms and conditions of this contract. No approval by DOM of any assignment may be deemed to obligate DOM beyond the provisions of this contract. This provision includes reassignment of the contract due to change in ownership of the Contractor. DOM shall at all times be entitled to assign or transfer its rights, duties, and/or obligations under this contract to another governmental agency in the State of Mississippi upon giving prior written notice to the Contractor.

3.5.4 Excusable Delays

The Contractor and DOM shall be excused from performance under this contract for any period that they are prevented from performing any services under this contract as a result of an act of God, war, civil disturbance, epidemic, court order, government act or omission, or other cause beyond their reasonable control.

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3.5.4.1 Applicable Law

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Contractor shall comply with applicable federal, state and local laws and regulations.

3.6 Notices

Whenever, under this RFP, one party is required to give notice to the other, except for purposes of Notice of Termination under Paragraph 3.5, such notice shall be deemed given upon delivery, if delivered by hand, or upon the date of receipt or refusal, if sent by registered or certified mail, return receipt requested or by other carriers that require signature upon receipt. Notice may be delivered by facsimile transmission, with original to follow by certified mail, return receipt requested, or by other carriers that require signature upon receipt, and shall be deemed given upon transmission and facsimile confirmation that it has been received. Notices shall be addressed as follows:

In case of notice to the Contractor:

Project Manager
Contractor
Street Address
City, State Zip Code

In case of notice to DOM:

Executive Director
Division of Medicaid
550 High St., Suite 1000
Jackson, Mississippi 39201

Copy to Contract Administrator, DOM

3.7 Cost or Pricing Data

If DOM determines that any price, including profit or fee, negotiated in connection with this RFP was increased because the Contractor furnished incomplete or inaccurate cost or pricing data not current as certified in the Contractor's certification of current cost or pricing data, then such price or cost shall be reduced accordingly and this RFP shall be modified in writing and acknowledged by the Contractor to reflect such reduction.

3.8 Subcontracting

The Contractor is solely responsible for fulfillment of the contract terms with DOM. DOM will make contract payments only to the Contractor. The Contractor must identify in the response to this RFP any subcontractors that will perform services on the project.

The Contractor shall not subcontract any additional portion of the services to be performed under this contract over and above those identified in the response to the RFP without the prior written approval of DOM. The Contractor shall notify DOM not less than 30 days in advance of

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its desire to subcontract and include a copy of the proposed subcontract with the proposed subcontractor.

Approval of any subcontract shall neither obligate DOM nor the State of Mississippi as a party to that subcontract nor create any right, claim, or interest for the subcontractor against the State of Mississippi or DOM, their agents, their employees, their representatives, or successors.

Any subcontract shall be in writing and shall contain provisions such that it is consistent with the Contractor's obligations pursuant to this Contract.

The Contractor shall be solely responsible for the performance of any subcontractor under such subcontract approved by DOM.

The Contractor shall give DOM immediate written notice by certified mail, facsimile, or any other carrier that requires signature upon receipt of any action or suit filed and prompt notice of any claim made against the Contractor or subcontractor which in the opinion of the Contractor may result in litigation related in any way to the contract with DOM.

3.9 Proprietary Rights

3.9.1 Ownership of Documents


Where activities supported by this contract produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, DOM shall have the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others do so. If the material is qualified for copyright, the Contractor may copyright such material, with approval of DOM, but DOM shall reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

3.9.2 Ownership of Information and Data

DOM, The Department of Health and Human Services (DHHS), The Centers for Medicare and Medicaid Services (CMS), the State of Mississippi, and/or their agents shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under any contract resulting from this RFP.

The Contractor agrees to grant in its own behalf and on behalf of its agents, employees, representatives, assignees, and Contractors to DOM, DHHS, CMS and the State of Mississippi and to their officers, agents, and employees acting in their official capacities a royalty-free, non-exclusive, and irrevocable license throughout the world to publish, reproduce, translate, deliver, and dispose of all such information now covered by copyright of the proposed Contractor.

Excluded from the foregoing provisions in this Section 3.9.2, however, are any pre-existing, proprietary tools owned, developed, or otherwise obtained by Contractor independently of this Contract. Contractor is and shall remain the owner of all rights, title and interest in and to the Proprietary Tools, including all copyright, patent, trademark, trade secret and all other proprietary rights thereto arising under federal and state law, and no license or other right to the Proprietary Tools is granted or otherwise implied. Any right that the DOM may have with respect

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to the Proprietary Tools shall arise only pursuant to a separate written agreement between the parties.

3.9.3 Public Information

Offerors must bind separately those provisions of the proposal which contain trade secrets or other proprietary data which they believe may remain confidential in accordance with Sections 25-61-9 and 79-23-1, et seq. of the Mississippi Code Annotated of 1972, as amended.

3.9.4 Right of Inspection

DOM, the Mississippi Department of Audit, DHHS, CMS, the Office of Inspector General (OIG), the General Accounting Office (GAO), or any other auditing agency prior-approved by DOM, or their authorized representative shall, at all reasonable times, have the right to enter onto the Contractor's premises, or such other places where duties under this contract are being performed, to inspect, monitor, or otherwise evaluate (including periodic systems testing) the work being performed. The Contractor must provide access to all facilities and assistance for DOM and Mississippi Department of Audit representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. Refusal by the Contractor to allow access to all documents, papers, letters or other materials, shall constitute a breach of contract. All audits performed by persons other than DOM staff will be coordinated through DOM and its staff.


3.9.5 Licenses, Patents and Royalties

DOM does not tolerate the possession or use of unlicensed copies of proprietary software. The Contractor shall be responsible for any penalties or fines imposed as a result of unlicensed or otherwise defectively titled software.

The Contractor, without exception, shall indemnify, save, and hold harmless DOM and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process, or article manufactured by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon DOM's alteration of the article. DOM will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for DOM the right to continue use of, replace or modify the article to render it non-infringing. If none of the alternatives is reasonably available, the Contractor agrees to take back the article and refund the total amount DOM has paid the Contractor under this contract for use of the article.

If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

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3.9.6 Records Retention Requirements

The Contractor shall maintain detailed records evidencing all expenses incurred pursuant to the Contract, the provision of services under the Contract, and complaints, for the purpose of audit and evaluation by the Agency and other federal or State personnel. All records, including training records, pertaining to the contract must be readily retrievable within three workdays for review at the request of the Agency and its authorized representatives. All records shall be maintained and available for review by authorized federal and State personnel during the entire term of the contract and for a period of five years thereafter, unless an audit is in progress. When an audit is in progress or audit findings are unresolved, records shall be kept for a period of five years or until all issues are finally resolved, whichever is later.

3.10 Representation Regarding Contingent Fees

The Contractor represents by executing this contract that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

3.11 Interpretations/Changes/Disputes

In the event of a conflict in language among any of the components of the contract, the RFP shall govern. DOM reserves the right to clarify any contractual relationship in writing and such clarification will govern in case of conflict with the requirements of the RFP. Any ambiguity in the RFP shall be construed in favor of DOM.

The contract represents the entire agreement between the Contractor and DOM and it supersedes all prior negotiations, representations, or agreements, either written or oral, between the parties hereto relating to the subject matter hereof.


3.11.1 Conformance with Federal and State Regulations

The Contractor shall be required to conform to all federal and state laws, regulations, and policies as they exist or as amended.

In the event that the Contractor requests that the Executive Director of DOM or his/her designee issue policy determinations or operating guidelines required for proper performance of the contract, DOM shall do so in a timely manner. The Contractor shall be entitled to rely upon and act in accordance with such policy determinations and operating guidelines unless the Contractor acts negligently, maliciously, fraudulently, or in bad faith.

3.11.2 Waiver

No covenant, condition, duty, obligation, or undertaking contained in or made a part of this contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, the other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

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3.11.3 Contract Variations

If any provision of the contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both DOM and the Contractor shall be relieved of all obligations arising under such provision; if the remainder of the contract is capable of performance, it shall not be affected by such declaration or funding and shall be fully performed.

3.11.4 Headings

The headings used throughout the contract are for convenience only and shall not be resorted to for interpretation of the contract.

3.11.5 Change Orders and/or Amendments

The Executive Director of DOM or designated representative may, at any time, by written order delivered to the Contractor at least thirty (30) days prior to the commencement date of such change, make administrative changes within the general scope of the contract. If any such change causes an increase or decrease in the cost of the performance of any part of the work under the contract an adjustment commensurate with the costs of performance under this contract shall be made in the contract price or delivery schedule or both. Any claim by the Contractor for equitable adjustment under this clause must be asserted in writing to DOM within thirty (30) days from the date of receipt by the Contractor of the notification of change. Failure to agree to any adjustment shall be a dispute within the meaning of the Dispute Clause of this Contract. Nothing in this case, however, shall in any manner excuse the Contractor from proceeding diligently with the contract as changed.


If the parties are unable to reach an agreement within thirty (30) days of DOM receipt of the Contractor's cost estimate, the Executive Director of DOM shall make a determination of the revised price, and the Contractor shall proceed with the work according to a schedule approved by DOM subject to the Contractor's right to appeal the Executive Director's determination of the price pursuant to the Disputes Section. Nothing in this clause shall in any manner excuse the Contractor from proceeding diligently with the contract as changed.

The rate of payment for changes or amendments completed per contract year shall be at the rates specified by the Contractor's proposal.

At any time during the term of this contract, DOM may increase the quantity of goods or services purchased under this contract by sending the Contractor a written amendment or modification to that effect which references this contract and is signed by the Executive Director of DOM. The purchase price shall be the lower of the unit cost identified in the Contractor's proposal or the Contractor's then current, published price. The foregoing shall not apply to services provided to DOM at no charge. The delivery schedule for any items added by exercise of this option shall be set by mutual agreement.

3.11.6 Disputes

Any dispute concerning the contract, which is not disposed of by agreement, shall be decided by the Executive Director of DOM, who shall reduce such decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Executive Director shall be final and conclusive, unless within 30 days from the date of receipt of such copy, the

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Contractor mails or otherwise furnishes to the Attorney General a written request to render an interpretation addressed to the Office of the Attorney General, 550 High Street, Suite 1200, Jackson, Mississippi 39205. The interpretation of the Attorney General or his duly authorized representative shall be final and conclusive. The Contractor and DOM shall be afforded an opportunity to be heard and to offer evidence in support of their interpretations. Nothing in this paragraph shall be construed to relieve the Contractor of full and diligent performance of the contract.

3.11.7 Cost of Litigation

In the event that DOM deems it necessary to take legal action to enforce any provision of the contract, the Contractor shall bear the cost of such litigation, as assessed by the court, in which DOM prevails. Neither the State of Mississippi nor DOM shall bear any of the Contractor's cost of litigation for any legal actions initiated by the Contractor against DOM regarding the provisions of the contract. Legal action shall include administrative proceedings.

3.11.8 Attorney Fees


The Contractor agrees to pay reasonable attorney fees incurred by the State and DOM in enforcing this agreement or otherwise reasonably related thereto.

3.12 Indemnification

The Contractor agrees to indemnify, defend, save, and hold harmless DOM, the State of Mississippi, their officers, agents, employees, representatives, assignees, and Contractors from any and all claims and losses accruing or resulting to any and all the Contractor employees, agents, subcontractors, laborers, and any other person, association, partnership, entity, or corporation furnishing or supplying work, services, materials, or supplies in connection with performance of this contract, and from any and all claims and losses accruing or resulting to any such person, association, partnership, entity, or corporation who may be injured, damaged, or suffer any loss by the Contractor in the performance of the contract.

The Contractor agrees to indemnify, defend, save, and hold harmless DOM, the State of Mississippi, their officers, agents, employees, representatives, assignees, and Contractors against any and all liability, loss, damage, costs or expenses which DOM may sustain, incur or be required to pay: 1.) by reason of any person suffering personal injury, death or property loss or damage of any kind either while participating with or receiving services from the Contractor under this contract, or while on premises owned, leased, or operated by the Contractor or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for or in the control of the Contractor or any officer, agent, or employee thereof; or 2.) by reason of the Contractor or its employee, agent, or person within its scope of authority of this contract causing injury to, or damage to the person or property of a person including but not limited to DOM or the Contractor, their employees or agents, during any time when the Contractor or any officer, agent, employee thereof has undertaken or is furnishing the services called for under this contract.

The Contractor agrees to indemnify, defend, save, and hold harmless DOM, the State of Mississippi, their officers, agents, employees, representatives, assignees, and Contractors against any and all liability, loss, damages, costs or expenses which DOM or the State may

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incur, sustain or be required to pay by reason of the Contractor, its employees, agents or assigns: 1.) failing to honor copyright, patent or licensing rights to software, programs or technology of any kind in providing services to DOM, or 2.) breaching in any manner the confidentiality required pursuant to federal and state law and regulations.

The Contractor agrees to indemnify, defend, save, and hold harmless DOM, the State of Mississippi, their officers, agents, employees, representatives, assignees, and Contractors from all claims, demands, liabilities, and suits of any nature whatsoever arising out of the contract because of any breach of the contract by the Contractor, its agents or employees, including but not limited to any occurrence of omission or commission or negligence of the Contractor, its agents or employees.

If, in the reasonable judgment of DOM, a default by the Contractor is not so substantial as to require termination and reasonable efforts to induce the Contractor to cure the default are unsuccessful and the default is capable of being cured by DOM or by another resource without unduly interfering with the continued performance of the Contractor, DOM may provide or procure such services as are reasonably necessary to correct the default. In such event, the Contractor shall reimburse DOM for the reasonable cost of those services. DOM may deduct the cost of those services from the Contractor's monthly administrative invoices. The Contractor shall cooperate with DOM or those procured resources in allowing access to facilities, equipment, data or any other Contractor resources to which access is required to correct the default. The Contractor shall remain liable for ensuring that all operational performance standards remain satisfied.

3.12.1 No Limitation of Liability


Nothing in this contract shall be interpreted as excluding or limiting any liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor, or for damages incurred in the negligent performance of duties by the Contractor, or for the delivery by the Contractor of products that are defective, or for breach of contract or any other duty by the Contractor. Nothing in the contract shall be interpreted as waiving the liability of the Contractor for consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense related to the Contractor's conduct or performance under this contract.

3.13 Status of the Contractor

3.13.1 Independent Contractor

It is expressly agreed that the Contractor is an independent Contractor performing professional services for DOM and is not an officer or employee of the State of Mississippi or DOM. It is further expressly agreed that the contract shall not be construed as a partnership or joint venture between the Contractor and DOM.

The Contractor shall be solely responsible for all applicable taxes, insurance, licensing and other costs of doing business. Should the Contractor default on these or other responsibilities jeopardizing the Contractor's ability to perform services effectively, DOM, in its sole discretion, may terminate this contract.

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The Contractor shall not purport to bind DOM, its officers or employees nor the State of Mississippi to any obligation not expressly authorized herein unless DOM has expressly given the Contractor the authority to do so in writing.

The Contractor shall give DOM immediate notice in writing of any action or suit filed, or of any claim made by any party which might reasonably be expected to result in litigation related in any manner to this contract or which may impact the Contractor's ability to perform.

No other agreements of any kind may be made by the Contractor with any other party for furnishing any information or data accumulated by the Contractor under this contract or used in the operation of this program without the written approval of DOM. Specifically, DOM reserves the right to review any data released from reports, histories, or data files created pursuant to this Contract.

In no way shall the Contractor represent itself directly or by inference as a representative of the State of Mississippi or the Division of Medicaid except within the confines of its role as a Contractor for the Division of Medicaid. DOM's approval must be received in all instances in which the Contractor distributes publications, presents seminars, presents workshops, or performs any other outreach.

The Contractor shall not use DOM's name or refer to the contract directly or indirectly in any advertisement, news release, professional trade or business presentation without prior written approval from DOM.

3.13.2 Employment of DOM Employees


The Contractor shall not knowingly engage on a full-time, part-time, or other basis during the period of the contract, any professional or technical personnel who are or have been at any time during the period of the contract in the employ of DOM, without the written consent of DOM. Further, the Contractor shall not knowingly engage in this project, on a full-time, part-time, or other basis during the period of the contract, any former employee of DOM who has not been separated from the Agency for at least one year, without the written consent of DOM.

The Contractor shall give priority consideration to hiring interested and qualified adversely affected State employees at such times as requested by DOM to the extent permitted by this contract or state law.

3.13.3 Conflict of Interest

No official or employee of DOM and no other public official of the State of Mississippi or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. A violation of this provision shall constitute grounds for termination of this contract. In addition, such violation will be reported to the State Ethics Commission, Attorney General, and appropriate federal law enforcement officers for review.

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that, in the performance of the contract,

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no person having any such known interests shall be employed, including subsidiaries or entities that could be misconstrued as having a joint relationship, and to employment by the Contractor of immediate family members of Medicaid providers.

3.13.4 Personnel Practices

All employees of the Contractor involved in the Medicaid function will be paid as any other employee of the Contractor who works in another area of their organization in a similar position. The Contractor shall develop any and all methods to encourage longevity in Contractor’s staff assigned to this contract.

Employees of the Contractor shall receive all benefits afforded to other similarly situated employees of the Contractor.

The Contractor must agree to sign the Drug Free Work Place Certification (Appendix B).

3.13.5 No Property Rights

No property rights inure to the Contractor except for compensation for work that has already been performed.

3.14 Employment Practices

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age, marital status, political affiliation, or disability. The Contractor must act affirmatively to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, gender, national origin, age, marital status, political affiliation, or disability.

Such action shall include, but is not limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this clause.

The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, marital status, political affiliation, or disability, except where it relates to a bona fide occupational qualification or requirement.

The Contractor shall comply with the non-discrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor and with Title 41, Code of Federal Regulations, Chapter 60. The Contractor shall comply with related state laws and regulations, if any.

The Contractor shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations thereunder, and Section 504 of Title V of the Rehabilitation Act of 1973, as amended, and the Mississippi Human Rights Act of 1977.

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If DOM finds that the Contractor is not in compliance with any of these requirements at any time during the term of this contract, DOM reserves the right to terminate this contract or take such other steps as it deems appropriate, in its sole discretion, considering the interests and welfare of the State.

3.15 Risk Management

The Contractor may insure any portion of the risk under the provision of the contract based upon the Contractor’s ability (size and financial reserves included) to survive a series of adverse experiences, including withholding of payment by DOM, or imposition of penalties by DOM.

On or before beginning performance under this Contract, the Contractor shall obtain from an insurance company, duly authorized to do business and doing business in Mississippi, insurance as follows:

3.15.1 Workers’ Compensation

The Contractor shall take out and maintain, during the life of this contract, workers’ compensation insurance for all employees employed at the project in Mississippi. Such insurance shall fully comply with the Mississippi Workers’ Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workers’ Compensation Statute, the Contractor shall provide adequate insurance satisfactory for protection of his or her employees not otherwise protected.

3.15.2 Liability

The Contractor shall ensure that professional staff and other decision making staff shall be required to carry professional liability insurance in an amount commensurate with the professional responsibilities and liabilities under the terms of this RFP.


The Contractor shall obtain, pay for and keep in force during the contract period general liability insurance against bodily injury or death in an amount commensurate with the responsibilities and liabilities under the terms of this RFP; and insurance against property damage and fire insurance including contents coverage for all records maintained pursuant to this contract in an amount commensurate with the responsibilities and liabilities under the terms of this RFP. The Contractor shall furnish to DOM certificates evidencing such insurance is in effect on the first working day following contract signing.

3.16 Confidentiality of Information

3.16.1 Confidentiality of Beneficiary Information

All information as to personal facts and circumstances concerning Medicaid beneficiaries obtained by the Contractor shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of DOM and the written consent of the enrolled beneficiary, his attorney, or his responsible parent or guardian, except as may be required by DOM.

The use or disclosure of information concerning beneficiaries shall be limited to purposes directly connected with the administration of the contract.

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All of the Contractor officers and employees performing any work for or on the contract shall be instructed in writing of this confidentiality requirement and required to sign such a document upon employment and annually thereafter.

The Contractor shall notify DOM promptly of any unauthorized possession, use, knowledge or attempt thereof, of DOM's data files or other confidential information. The Contractor shall promptly furnish DOM full details of the attempted unauthorized possession, use or knowledge, and assist in investigating or preventing the recurrence thereof.

3.16.2 Confidentiality of Proposals and Contract Terms

After award of the contract, all Offeror's proposals, including those terms bid in the Business Proposal, are subject to disclosure under the State's Access to Public Records Act and the Federal Freedom of Information Act. Information specified by an Offeror as proprietary information shall be available for disclosure as provided by State statute.

In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by State law. This provision shall survive termination or completion of this agreement. The parties agree that this provision is subject to and superseded by Miss. Code Ann. Section 25-61-1, et seq. regarding Public Access to Public Records.

3.17 Contractor Compliance Issues

The Contractor agrees that all work performed as part of this contract will comply fully with administrative and other requirements established by federal and state laws, regulations and guidelines, and assumes responsibility for full compliance with all such laws, regulations and guidelines, and agrees to fully reimburse DOM for any loss of funds, resources, overpayments, duplicate payments or incorrect payments resulting from noncompliance by the Contractor, its staff, or agents, as revealed in any audit.


3.17.1 Federal, State, and Local Taxes

Unless otherwise provided herein, the contract price shall include all applicable federal, state, and local taxes.

The Contractor shall pay all taxes lawfully imposed upon it with respect to this contract or any product delivered in accordance herewith. DOM makes no representation whatsoever as to exemption from liability to any tax imposed by any governmental entity on the Contractor.

3.17.2 License Requirements

The Contractor shall have, or obtain, any license/permits that are required prior to and during the performance of work under this contract.

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3.17.3 HIPAA Compliance

The Contractor must ensure that all work supports the HIPAA Security Rules and sign a HIPAA Business Associate Agreement (Appendix D).

3.17.4 Site Rules and Regulations

The Contractor shall use its best efforts to ensure that its employees and agents, while on DOM premises, shall comply with site rules and regulations.

3.17.5 Environmental Protection

The Contractor shall be in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (45 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulation (40 CFR Part 15) which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA list of Violating Facilities. The Contractor shall report violations to the applicable grantor federal agency and the U. S. EPA Assistant Administrator for Enforcement.

3.17.6 Lobbying

The Contractor certifies, to the best of its knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit a "Disclosure Form to Report Lobbying," in accordance with its instructions.


This certification is a material representation of fact upon which reliance is placed when entering into this contract. Submission of this certification is a prerequisite for making or entering into this contract imposed under Title 31, Section 1352, U.S. Code. Failure to file the required certification shall be subject to civil penalties for such failure.

The Contractor shall abide by lobbying laws of the State of Mississippi.

3.17.7 Bribes, Gratuities and Kickbacks Prohibited

The receipt or solicitation of bribes, gratuities and kickbacks is strictly prohibited.

No elected or appointed officer or other employee of the Federal Government or of the State of Mississippi shall benefit financially or materially from this contract. No individual employed by

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the State of Mississippi shall be permitted any share or part of this contract or any benefit that might arise there from.

The Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibitions against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

3.17.8 Small and Minority Businesses

DOM encourages the employment of small business and minority business enterprises. Therefore, the Contractor shall report, separately, the involvement in this contract of small businesses and businesses owned by minorities and women. Such information shall be reported on an invoice annually on the contract anniversary and shall specify the actual dollars contracted to-date with such businesses, actual dollars expended to date with such businesses, and the total dollars planned to be contracted for with such businesses on this contract.


3.17.9 Suspension and Debarment

The Contractor certifies that it is not suspended or debarred under federal law and regulations or any other state’s laws and regulations.

3.17.10 Compliance with the Mississippi Employment Protection Act

The Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular 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. 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. The Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. The Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. The Contractor understands and agrees that any breach of these warranties may subject the Contractor to the following:


- a. Termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three years with notice of such cancellation/termination being made public, or
- b. The loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one year, or
- c. Both. In the event of such termination/cancellation, the Contractor would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit. The Contractor certifies that it is not suspended or debarred under federal law and regulations or any other state’s laws and regulations.

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3.17.11 Network Security

The Contractor and DOM understand and agree that the State of Mississippi's Enterprise Security Policy mandates that all remote access to and/or from the State network must be accomplished via a Virtual Private Network (VPN). If remote access is required at any time during the life of this Agreement, the Contractor and DOM agree to implement/maintain a VPN for this connectivity. This required VPN must be IPSec-capable (ESP tunnel mode) and will terminate on a Cisco VPN-capable device (e.g., VPN concentrator, PIX firewall, etc.) on the State's premises.

The Contractor agrees that it must, at its expense, implement/maintain a compatible hardware/software solution to terminate the specified VPN on the Contractor's premises. The parties further understand and agree that the State protocol standard and architecture are based on industry standard security protocols and manufacturer engaged at the time of contract execution. The State reserves the right to introduce a new protocol and architecture standard and require the Contractor to comply with same, in the event the industry introduces a more secure, robust protocol to replace IPSec/ESP and/or there is a change in the manufacturer engaged.

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4 PROCUREMENT

4.1 Approach

The procurement process provides for the evaluation of proposals and selection of the winning proposal in accordance with federal law and regulations and state law and regulations.

Separate Technical and Business Proposals must be submitted simultaneously but will be opened at different stages of the evaluation process. Technical Proposals will be thoroughly evaluated in order to determine point scores for each evaluation factor. The evaluation and selection process is described in more detail in Section 7 of this RFP.

Submission of a proposal constitutes acceptance of the conditions governing the procurement, including the evaluation factors contained in Section 7 of this RFP, and constitutes acknowledgment of the detailed descriptions of the Mississippi Medicaid Program.

No public disclosure or news release pertaining to this procurement shall be made without prior written approval of DOM. **FAILURE TO COMPLY WITH THIS PROVISION MAY RESULT IN THE OFFEROR BEING DISQUALIFIED.**


4.2 Qualification of Offerors

Each corporation shall report its corporate charter number in its transmittal letter or, if appropriate, have attached to its transmittal letter a signed statement to the effect that said corporation is exempt from the above described, and set forth the particular reason(s) for exemption. All corporations shall be in full compliance with all Mississippi laws regarding incorporation or formation and doing business in Mississippi and shall be in compliance with the laws of the state in which they are incorporated, formed, or organized.

DOM may make such investigations as necessary to determine the ability and commitment of the Offeror to adhere to the requirements specified within this RFP and its proposal, and the Offeror shall furnish to DOM all such information and data for this purpose as may be requested. DOM reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capability to fulfill the requirements of the contract. DOM reserves the absolute right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fail to satisfy DOM that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work or furnish the items contemplated.

The State reserves the right to reject any and all proposals, to request and evaluate "best and final offers" from some or all of the respondents, to negotiate with the best proposed offer to address issues other than those described in the proposal, to award a contract to other than the low Offeror, or not to make any award if it is determined to be in the best interest of the State.

Discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award. Proposals may also be accepted without such discussions.

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4.3 Timetable

The following timetable is the estimated and anticipated timetable for the RFP and procurement process.

Release RFP for Bids - January 21, 2009

Deadline for Letters of Intent and Questions - January 30, 2009

State Response to Questions Posted – February 6, 2009

Proposal Deadline - March 12, 2009, 5:00 PM CST

Evaluation of Proposal - March 13 – April 10, 2009

Oral Presentations - March 30 – April 3, 2009

CMS Contract Review – April 10-17, 2009

Contracts Executed - April 17-30, 2009

Implementation Start Date - May 1, 2009

Operation Date - October 1, 2009

DOM reserves the right to amend the timetable in the best interest of DOM. Potential Offerors who have submitted letters of intent will be notified of any changes to this timetable.

4.4 Procedure for Submitting Questions


Questions may be submitted on the official business letterhead of the potential Offeror before 5:00 PM CST on January 30, 2009. Written answers will be posted on February 6, 2009 via the DOM website at <http://www.medicaid.ms.gov>. Questions and answers will become a part of the RFP as an attachment.

Written answers provided for the questions will be binding.

Questions should be sent to:

Melanie Wakeland
 Procurement Officer
 Division of Medicaid
 REF: **MEHRS/eScript Implementation and Operations**
RFP# 20090121

FAX: (601) 359-6048

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US MAIL OR HAND DELIVERED:

Sillers Building
550 High St., Suite 1000
Jackson, Mississippi 39201

OR EMAIL: exmpw@medicaid.state.ms.us

4.5 Proposal Submission Requirements

Proposals must be submitted in two parts: Technical Proposal and Business Proposal. The format and content of each are specified in Sections 5 and 6 of this RFP. Proposals for this RFP must be submitted with components of the RFP clearly tabbed. An original and eight copies of the Technical Proposal under sealed cover and an original and eight copies of the Business Proposal under separate sealed cover must be received by DOM no later than 3:00 PM CST, on March 12, 2009. Any proposal received after this date and time will be rejected and returned, unopened, to the Offeror.

Proposals should be delivered to:

Melanie Wakeland
Procurement Officer
Division of Medicaid
Sillers Building
550 High St., Suite 1000
Jackson, Mississippi 39201

The outside cover of the package containing the Technical Proposals shall be marked:

**REF: MEHRS/eScript Implementation and Operations - Technical Component
RFP# 20090121**

(Name of Offeror)

The outside cover of the package containing the Business Proposals shall be marked:

**REF: MEHRS/eScript Implementation and Operations – Business Component
RFP# 20090121**

(Name of Offeror)

As the proposals are received, the sealed proposals will be date-stamped and recorded by DOM. The parties submitting proposals are responsible for ensuring that the sealed competitive proposal is delivered by the required time and to the required location and the parties assume all risks of delivery. No facsimile proposals will be accepted. The proposal must be signed in blue ink by an authorized official to bind the Offeror to the proposal provisions.

Proposals and modifications thereof received by DOM after the time set for receipt or at any location other than that set forth above will be considered late and will not be considered for award.

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4.6 Rules of Procurement

To facilitate the DOM procurement, various rules have been established and are described in the following paragraphs.

4.6.1 Representation Regarding Contingent Fees

The Offeror represents, by submission of its proposal, that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

4.6.2 Representation Regarding Gratuities

The Offeror represents, by submission of its proposal, that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Services Contract Procurement Regulations, which is available for inspection at 301 N. Lamar St., Jackson, Mississippi or on the web at <http://www.spb.state.ms.us>.

4.6.3 Restrictions on Communications with DOM Staff

From the issue date of this RFP until a Contractor is selected and the contract is signed, Offerors and/or their representatives are not allowed to communicate with any DOM staff regarding this procurement, except the RFP Issuing Officer, Melanie Wakeland.

For violation of this provision, DOM shall reserve the right to reject any proposal.

4.6.4 Mandatory Letters Of Intent to Bid

The Offerors are required to submit a Letter of Intent to bid. This letter will be due by 5:00 PM CST, January 30, 2009, and should be sent to:


Melanie Wakeland
Procurement Officer
Division of Medicaid
REF: **MEHRS/eScript Implementation and Operations**
RFP# 20090121

FAX: (601) 359-6048

US MAIL OR HAND DELIVERED:

Sillers Building
550 High St., Suite 1000
Jackson, Mississippi 39201

OR EMAIL: exmpw@medicaid.state.ms.us

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This letter shall be on the official business letterhead of the Offeror and must be signed by an individual authorized to commit the company to the work proposed. Submission of the Letter of Intent shall not be binding on the prospective Offeror to submit a proposal. However, firms that do not submit a Letter of Intent by 5:00 PM CST, January 30, 2009, will not thereafter be eligible for the procurement.

Prior to January 30, 2009, all RFP amendments will be sent to all organizations that request an RFP. After January 30, 2009, RFP amendments and the answers to questions will only be distributed to those firms submitting a Letter of Intent.

4.6.5 Information from Other Sources

The DOM reserves the right to obtain and consider information from other sources concerning a Offeror, such as the Offeror's capability and performance under other contracts.

4.6.6 Verification Of Bid Proposal Contents

The content of a Bid Proposal submitted by an Offeror is subject to verification. Misleading or inaccurate responses shall result in disqualification.

4.6.7 Oral Presentations


The oral presentation is part of the Technical Proposal evaluation. If desired by DOM, all Offerors will be given the opportunity to make an oral presentation. The purpose of the oral presentation is to provide an opportunity for the Offeror to present its proposal and credentials of proposed staff, and to respond to any questions from DOM. The original proposal cannot be supplemented, changed or corrected either in writing or orally.

The presentation will occur at a State office location in Jackson, MS. The determination of participants, location, order, and schedule for the presentations is at the sole discretion of the DOM and will be provided during the Evaluation process. The presentation will include slides, graphics and other media selected by the Offeror to illustrate the Offeror's Proposal.

The presentations are tentatively scheduled for March 30 – April 3, 2009. The Offeror's presentation team shall include, at a minimum, the proposed Project Manager, Medical Director and other key management staff necessary to implement the contract requirements. However, DOM reserves the right to limit the number of participants in the Offeror's presentation. Questions and answers will be recorded and transcribed. DOM reserves the right to limit the time period for the presentation.

4.6.8 Amendments

DOM reserves the right to amend the RFP at any time prior to the date for proposal submission. All amendments will be posted to the DOM website at <http://www.medicaid.ms.gov>. After January 30, 2009, Offerors submitting Letters of Intent will be notified when amendments are released.

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4.6.9 Cost of Preparing Proposal

Costs of developing the proposals are solely the responsibility of the Offerors. DOM will provide no reimbursement for such costs. Any costs associated with any oral presentations to DOM will be the responsibility of the Offeror and will in no way be billable to DOM. If site visits are made, DOM's cost for such visits will be the responsibility of DOM and the Offeror's cost will be the responsibility of the Offeror and will in no way be billable to DOM.

4.6.10 Certification of Independent Price Determination

The Offeror certifies that the prices submitted in response to the solicitation have been arrived at independently and without any consultation, communication, or agreement with any other Offeror or competitor.

4.6.11 Preparation of the Proposal

The Offeror must comply with all requirements of Section 5 in completing the Technical Proposal and Section 6 in completing the Business Proposal.

4.6.12 Acceptance of Proposals

After receipt of the proposals, DOM reserves the right to award the contract based on the terms, conditions, and premises of the RFP and the proposal of the selected Contractor without negotiation.

All proposals properly submitted will be accepted by DOM. However, DOM reserves the right to request necessary amendments from all Offerors, reject any or all proposals received, or cancel this RFP, according to the best interest of DOM.


DOM also reserves the right to waive minor irregularities in bids providing such action is in the best interest of DOM.

Where DOM may waive minor irregularities as determined by DOM, such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the contract.

DOM reserves the right to exclude any and all non-responsive proposals from any consideration for contract award. DOM will award the contract to the Offeror whose offer is responsive to the solicitation and is most advantageous to DOM in price, quality, and other factors considered. DOM reserves the right to make the award to an Offeror other than the Offeror bidding the lowest price when it can be demonstrated to the satisfaction of DOM, the Governor and to CMS, if necessary, that award to the low Offeror would not be in the best interest of DOM and the State of Mississippi.

4.6.13 Rejection of Proposals

A proposal may be rejected for failure to conform to the rules or the requirements contained in this RFP. Proposals must be responsive to all requirements of the RFP in order to be considered for contract award. DOM reserves the right at any time to cancel the RFP, or after the proposals are received to reject any of the submitted proposals determined to be non-

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responsive. DOM further reserves the right to reject any and all proposals received by reason of this request. Reasons for rejecting a proposal include, but are not limited to:

1. The proposal contains unauthorized amendments to the requirements of the RFP.
2. The proposal is conditional.
3. The proposal is incomplete or contains irregularities that make the proposal indefinite or ambiguous.
4. An authorized representative of the party does not sign the proposal.
5. The proposal contains false or misleading statements or references.
6. The proposal ultimately fails to meet the announced requirements of the State in some material aspect.
7. The proposal price is clearly unreasonable.
8. The proposal is not responsive, i.e., does not conform in all material respects to the RFP.
9. The supply or service item offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptability criteria set forth in the RFP.
10. The Offeror does not comply with the Procedures for Delivery of Proposal as set forth in the RFP.
11. The Offeror currently owes the State money.

4.6.14 Proposal Amendments and Withdrawal

Prior to the proposal due date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to DOM, signed by the Offeror.

An Offeror may submit an amended proposal before the due date for receipt of proposals. Such amended proposal must be a complete replacement for a previously submitted proposal and must be clearly identified as such in the Transmittal Letter. DOM will not merge, collate, or assemble proposal materials.

Unless requested by DOM, no other amendments, revisions, or alterations to proposals will be accepted after the proposal due date.


Any submitted proposal shall remain a valid proposal for 180 days from the proposal due date.

4.6.15 Alternate Proposals

Each Offeror, its subsidiaries, affiliates or related entities shall be limited to one proposal which is responsive to the requirements of this RFP. Failure to submit a responsive proposal will result in the rejection of the Offeror's proposal. Submission of more than one proposal by an Offeror will result in the summary rejection of all proposals submitted. An Offeror's proposal shall not include variable or multiple pricing options.

4.6.16 Disposition of Proposals

The proposal submitted by the successful Offeror shall be incorporated into and become part of the resulting contract. All proposals received by DOM shall upon receipt become and remain the

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property of DOM. DOM will have the right to use all concepts contained in any proposal and this right will not affect the solicitation or rejection of the proposal.

4.6.17 Responsible Contractor

DOM shall contract only with a responsible Contractor who possesses the ability to perform successfully under the terms and conditions of the proposed procurement and implementation. In letting the contract, consideration shall be given to such matters as Contractor's integrity, performance history, financial and technical resources, and accessibility to other necessary resources.

4.6.18 Best and Final Offers

The Executive Director of DOM may make a written determination that it is in the State's best interest to conduct additional discussions or change the State's requirements and require submission of best and final offers. The Procurement Officer shall establish a date and time for the submission of best and final offers. Otherwise, no discussion of or changes in the bids shall be allowed prior to award. Offerors shall also be informed that if they do not submit a notice of withdrawal or another best and final offer, their immediate previous offer will be construed as their best and final offer.

4.6.19 Federal And State Approval

To ensure DOM's goal of obtaining enhanced Federal Financial Participation (FFP) and state matching funds for this system, DOM must submit, prior to award of the Contract, the proposed contract and the report of the Selection Committee with the evaluation criteria to the Governor and the Centers for Medicare & Medicaid Services (CMS). After such reviews, a written response from CMS indicating approval must be received by DOM before Notice of Intent to Award the contract may be made. Mississippi Department of Technology Services (ITS) may review the contract at DOM's request. Every effort will be made by DOM, both before and after selection, to facilitate rapid approval and an early start date. Offerors must develop proposals and work plans to account for a contract signing date as early as April 27, 2009.


4.6.20 Award Notice

The notice of intended contract award shall be sent by carriers that require signature upon receipt, by fax with voice confirmation, or by email with reply confirmation to the winning Offeror.

Consistent with existing state law, no Offeror shall infer or be construed to have any rights or interest to a contract with DOM until final approval is received from all necessary entities and until both the Offeror and DOM have executed a valid contract.


4.6.21 Acceptance Period

Negotiation and execution of the contract shall be completed no later than April 30, 2009. If the apparently successful Offeror fails to negotiate and execute a contract, DOM (in its sole discretion) may revoke the award and award the contract to the next highest ranked Offeror or withdraw the RFP.

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The DOM further reserves the right to cancel the award at any time prior to the execution of a written contract.

At the start of the Acceptance period, the successful Offeror will be required to execute a Business Associate Agreement with DOM.

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5 TECHNICAL PROPOSAL

5.1 Introduction

These instructions prescribe the format and content of the Technical Proposal and are designed to facilitate the submission of a proposal that is easy to understand and evaluate. Failure to adhere to these requirements may result in the disqualification of the Proposal.

All proposals must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) with tabs delineating each section. One copy of the proposal must be submitted on CD/DVD in Microsoft Word or Adobe Acrobat (.PDF) format.

The Technical Proposal shall consist of the following sections separated by tabs. Documents and responses shall be presented in the following order:

- Tab 1 - Transmittal Letter and Executive Summary
- Tab 2 - Corporate Background and Experience
- Tab 3 - Overall Technical Approach
- Tab 4 - MEHRS/eScript Requirements Approach
- Tab 5 - Technical Approach to Turnover
- Tab 6 - Approach to Project Organization and Staffing
- Tab 7 - Technical Approach to Project Governance

Items to be included under each of these headings are identified in the paragraphs below. Each section within the Technical Proposal should include all items listed in the paragraphs below. The evaluation of proposals will be done on a section-by-section basis. A format that easily follows the requirements and order of the RFP is to be used.


Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

5.2 Tab 1- Transmittal Letter and Executive Summary

5.2.1 Transmittal Letter

The Transmittal Letter shall be in the form of a standard business letter on letterhead of the proposing company and shall be signed by an individual authorized to legally bind the Offeror. It shall be included in each copy of the Technical Proposal. The letter should identify all material and enclosures being submitted in response to the RFP. The transmittal letter shall include:

- a. A statement indicating that the Offeror is a corporation or other legal entity;
- b. A statement confirming that the Contractor is registered to do business in Mississippi and providing their corporate charter number to work in Mississippi, if applicable;
- c. A statement that the Contractor agrees that any lost or reduced federal matching money resulting from unacceptable performance of a Contractor task or responsibility, as

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defined in this RFP, shall be accompanied by reductions in State payments to the Contractor;

- d. A statement identifying the Offeror's Federal tax identification number;
- e. A statement that no attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a proposal;
- f. A statement of Affirmative Action, that the Offeror does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or disability;
- g. A statement that no cost or pricing information has been included in this letter or any other part of the Technical Proposal;
- h. A statement identifying all amendments to this RFP issued by DOM which have been received by the Offeror. If no amendments have been received, a statement to that effect should be included;
- i. A statement that the Offeror has read, understands and agrees to all provisions of this RFP without reservation;
- j. Certification that the Offeror's offer will be firm and binding for 180 days from the proposal due date;
- k. A statement naming any outside firms responsible for writing the proposal;
- l. A statement agreeing that the Contractor and all subcontractors will sign the Drug Free Work Place Certification (Appendix B);
- m. A statement that the Offeror has included the signed DHHS Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions (Appendix C) with the Transmittal letter;
- n. All proposals submitted by corporations must contain certifications by the secretary or other appropriate corporate official other than the corporate official signing the corporate proposal that the corporate official signing the corporate proposal has the full authority to obligate and bind the corporation to the terms, conditions, and provisions of the proposal;
- o. A statement that the Offeror presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this contract, and it shall not employ, in the performance of this contract, any person having such interest; and
- p. If the proposal deviates from the detailed specifications and requirements of the RFP, the transmittal letter must identify and explain these deviations. DOM reserves the right to reject any proposal containing such deviations or to require modifications before acceptance.

5.2.2 Executive Summary

The Executive Summary shall condense and highlight the contents of the Technical Proposal in such a way as to provide a broad understanding of the entire proposal. The Executive Summary shall include a summary of the proposed technical approach, the staffing structure, and the task schedule, including a brief overview of:

- a. Proposed work plan;

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- b. Staff organizational structure;
- c. Key personnel;
- d. A brief discussion of the Offeror's understanding of the Mississippi environment and the project requirements; and
- e. A brief discussion of product(s) to be used to support the MEHRS/e-Script requirements.

The Executive Summary should be no more than 10 single-spaced typed pages.

5.3 Tab 2- Corporate Background and Experience

The Corporate Background and Experience Section shall include details of the background of the company and each of its subcontractors, their size and resources, details of corporate experience relevant to the proposed contract, financial statements, and a list of all current or recent EHR and e-Prescribing projects. The time frame to be covered should begin, at a minimum, January 2005 through present date.

5.3.1 Corporate Background


The details of the background of the corporation and each of its subcontractors, their size, and resources, shall cover:

1. Date established.
2. Location of the principal place of business.
3. Location of the place of performance of the proposed contract.
4. Ownership (e.g., public company, partnership, subsidiary).
5. Total number of employees.
6. Number of personnel currently engaged in project operations.
7. Performance history and reputation.
8. Current products and services.
9. Professional accreditations pertinent to the services provided by this RFP.

5.3.2 Financial Statements

Financial statements for the contracting entity and each of its subcontractors shall be provided for each of the last five years, including, at a minimum:

1. Statement of income.
2. Balance sheet.
3. Statement of changes in financial position during the last five years.
4. Statement of cash flow.
5. Auditors' reports.
6. Notes to financial statements.
7. Summary of significant accounting policies.

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The State reserves the right to request any additional information to assure itself of an Offeror's financial status.

5.3.3 Corporate Experience


The corporate experience section must present the details of the Offeror's experience and the experience of each of its subcontractors with the type of service to be provided by this RFP. A minimum of three corporate references are required for each type of experience. DOM will check references at its option. Each reference must include the client's name and address and the current telephone number of the client's responsible project administrator or of a senior official of the client who is familiar with the Offeror's performance and who may be contacted by DOM during the evaluation process. DOM reserves the right to contact officials of the client other than those indicated by the Offeror. Overlapping responsibilities on the same client's contract should be depicted so that they are easily recognized. The Offeror must provide for each experience and those of its subcontractors:

1. Customer name.
2. Customer references (including phone numbers).
3. Description of the work performed.
4. Time period of contract.
5. Staff months expended.
6. Personnel requirements.
7. Publicly funded contract cost.
8. Any contractual termination within the past five years.

5.4 Tab 3 – Overall Technical Approach

Tab 3 shall be labeled Overall Technical Approach. The response in this tab must cover the Offeror's technical approach to the requirements of the RFP. In preparing the response to Tab 3, the Offeror shall not simply provide statements that the requirements of the RFP will be met. Offerors must respond concisely but fully with their approach and how they will comply with the requirements of the RFP. The Offeror must respond to all of the requirements in the RFP, explaining their technical approach, identifying tools to be used, describing staffing commitments and explaining in detail how they will meet all requirements. At a minimum, this section must:

1. Define the Offeror's approach to the contract and Project Phases described in Section 8.
2. Address the use of walkthroughs with users to ensure agreement and understanding of each task.
3. Complete the MEHRS/eScript requirements table in Appendix A.
4. Include a project work plan which identifies all tasks, activities, milestones, and deliverables for the project. Elements of this plan include:
 - A narrative overview of the work plan tasks and schedule, including any assumptions and constraints the Offeror used in the development of the work plan
 - Description of each task, subtask, and activity

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- A Work Breakdown Structure (WBS) in Microsoft Project or an alternative acceptable to the State identifying all tasks, subtasks, milestones and deliverables with key dates for each associated with the DDI phase of the project. The work must be decomposed into tasks that allow for accurate estimation of the work and resources required to complete the Project. Any task that requires more than 80 hours or 10 workdays to complete must be further decomposed. The Project Plan must include dependencies, begin and end dates and duration estimates for each task in the WBS; the sequence of tasks, including identification of the critical path; and the method to be used by the Offeror to control time spent on the Project. Resources must be allocated by name or by type to the WBS.
 - Proposed location for activities to be performed
 - Personnel resources applied by name and level of effort in hours
 - State resource requirements
 - Gantt chart
 - PERT or dependency chart
 - Any assumptions or constraints identified by the Offeror, both in developing and completing the work plan
 - Person weeks of effort (in maximum of two-week units) for each sub-task
 - A discussion of how the work plan provides for handling of potential and actual problems
 - A schedule for all deliverables providing adequate review time by the State, revision time if needed, and subsequent review time
5. Provide a detailed response to Deliverable Procedures and Standards in Sections 8.6 and describe Offeror's overall process to producing deliverables.

5.5 Tab 4 – MEHRS/eScript Requirements Approach


Tab 4 shall be labeled MEHRS/eScript Requirements Approach. The response to this tab must include Appendix A of this RFP with the Offeror's answers as described in the Offeror's responsibility column at the beginning of Appendix A.

The Offeror must describe how each requirement in Appendix A will be met with their solution. Also, the Offeror must indicate in what phase the requirement will be met, if it is different from the required phase indicated in the matrix. The Offeror should indicate if any phase 2 or 3 requirements are in their baseline solution and if any additional enhancement charges apply.

The Offeror must use the Ref column of Appendix A to reference additional information in their proposal that pertains to or clarifies their solution to the requirement.

5.6 Tab 5 – Technical Approach to Turnover


Tab 5 shall be labeled Technical Approach to Turnover. Explain the Offeror's approach to the turnover phase described in Section 8.3.8 and in Turnover requirements in Appendix A.

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5.7 Tab 6 – Approach to Project Organization and Staffing

Tab 6 shall be labeled Approach to Project Organization and Staffing and include a detailed discussion of the Offeror's approach to the Named Staff for each phase of the contract. Include the following areas, ensuring sufficient organizational structure and overall staffing, to perform tasks outlined in Section 8:

1. Project Organization and Staffing: Include the project organization and staffing for each phase for the Offeror and each subcontractor (if any): project team organization charts of proposed personnel, the number of FTE proposed, and resumes of all staff specified in Section 8.4.
2. Organizational Charts: Proposals shall specify the number of experienced staff that will be working on each phase of this project and describe the organizational structure. The organizational charts shall include:
 - a. All proposed individuals for whom resumes are included, identifying their major areas of responsibility during each task, percent of time dedicated to the MEHRS/eScript project and location where work will be performed; and
 - b. Total number FTE personnel, by staff level, for each unit of staff shown on the organizational chart.
3. Resumes: Individual resumes must be supplied for the named management positions identified in each phase. The appropriate resumes for other professionals must be supplied at the State's request. Resumes must show employment history for all relevant and related experience and all education and degrees (including specific dates, names of employers, and educational institutions). Individuals whose resumes are included in the proposal must be available to work on this contract. Individuals proposed for the named positions and other key professional positions must meet the minimum training and experience specified in Section 8.4.
4. Resume Contents: The resumes of such personnel proposed shall include:
 - a. Experience with Offeror (or subcontractor to Offeror) - list number of years and positions held.
 - b. Experience with EHR and or e-Prescribing systems.
 - c. Experience with development and operation of large-scale data processing systems.
 - d. Project management experience.
 - e. Other data processing experience.
 - f. Relevant education and training, including college degrees, dates and institution name and location.
 - g. Names, positions, and phone numbers of a minimum of three clients, within the past five (5) years who can give information on the individual's experience and competence. If the individual has not worked for three different clients in the last five (5) years, provide three references that can give information on the individual's experience and competence. References must not be from employees of the same company.
 - h. Each project listed in a resume must include the following:

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1. Full name, title, and (current) telephone number of a client reference for the last five years, including the current project of the staff person.
2. Start and end dates of the referenced project.
3. Position(s) of the individual within the project organization.
4. Brief description of the individual's responsibilities.

5.8 Tab 7 – Technical Approach to Project Governance

Tab 7 shall be labeled Technical Approach to Project Governance and include a detailed discussion of the Offeror's approach to the understanding of State responsibilities and acceptance of the Contractor responsibilities. The Offeror must demonstrate a complete understanding of the project management standards and project security.

At a minimum, this section must detail the Offeror's approach to Project Management specific to each phase of the contract. These details shall cover:

- Project Management approach for each phase
- Authority of Project Manager for each phase
- Project control approach, including reporting to the State
- Work hours and time estimating methods
- Sign-off procedures and internal quality control for completion of all deliverables and major activities
- Assessment of project risks and anticipated problem areas and Offeror's approach to managing them
- Approach to routine problem identification and resolution
- Interfaces with the State
- Approach to Quality Assurance and Quality Control
- Assumptions and constraints associated with the phase
- Use of walkthroughs for each major task

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6 BUSINESS PROPOSAL

6.1 General

All Offerors must certify in the transmittal letter that their offer shall be binding upon the Offeror for a period of 180 days following the proposal due date. Pricing will be considered as a separate criteria of the overall bid package. Offerors must propose a firm fixed price for each of the requirements contained on the Proposal Cost Response Form (Appendix F).

6.2 Bid Modification in the Event of a Federal and/or State Law, Regulation or Policy

In the event any change occurs in federal law, federal regulations, state law, state regulations, state policies, or state Medicaid plan coverage, and DOM determines that these changes impact materially on proposal pricing, DOM reserves the right to require the Offerors to amend their proposals. The failure of an Offeror to negotiate these required changes will exclude such Offeror from further consideration for contract award. All proposals shall be based upon the provisions of federal and state laws and regulations and DOM's approved Medicaid State Plan coverage and approved waivers in effect on the issuance date of this RFP, unless this RFP is amended in writing to include changes prior to the closing date for receipt of proposals.

6.3 Proposal Content

The Business Proposal shall include only the following:

Tab 1 – Bid Proposal Security

Tab 2 – Performance Bond

Tab 3 – Cost Information

A detailed worksheet (Appendix F) by line item of all costs as it pertains to the Contractor Responsibilities and Deliverables as found in Section 8 of the RFP.

Each Cost Proposal Form must be signed and dated by an authorized corporate official.

All proposals submitted by corporations must contain certification by the secretary or other appropriate corporate official, other than the signer of the corporate proposal, that the corporate official signing the corporate proposal has the authority to obligate and bind the corporation to the terms, conditions and provisions of the proposal.


Proposals received that do not include the above items will be rejected. Proposals that contain any material other than the above will be rejected.

6.4 Tab 1 – Bid Proposal Security

Tab 1 shall be labeled BID PROPOSAL. The Offeror's original copy of the Business Proposal shall contain the Proposal Bid Bond or proposal guarantee required in section 3.3.1.


6.5 Tab 2 – Performance Bond

Tab 2 of the Offeror's original copy of the Business Proposal shall contain evidence of the Performance Bonds required in Section 3.3.2.

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6.6 Tab 3 – Cost Information

1. The Contractor must provide a fixed price for the services requested using Appendix F. Any travel, lodging and per diem or related expenses must be included in the proposed pricing. Contractor must submit, as part of the proposal, a schedule of deliverables with associated payments and proposed due dates. These payments must be included in Appendix F pricing. This payment schedule will be finalized during contract negotiations.
2. The Contractor should be aware that the payments for this project will be made only upon State acceptance of the prescribed deliverables.
3. The amount payable by DOM to the Contractor during the implementation phase of this contract shall be according to payment milestones associated with deliverables. Contractor shall submit an invoice and required deliverables to DOM for payment. Such invoice shall provide a description to sufficiently support payment by DOM.
4. The amount payable by DOM to the Contractor during the operational phase of this contract shall be on a monthly basis. Contractor shall submit an invoice and progress report, to include any required deliverables, to DOM for payment. Such invoice shall provide a description to sufficiently support payment by DOM.
5. The amount payable by DOM to the Contractor during the enhancement phase of this contract shall be according to payment milestones associated with deliverables. Contractor shall submit an invoice and required deliverables to DOM for payment. Such invoice shall provide a description to sufficiently support payment by DOM.
6. The Contractor must also include a rate schedule listing the hourly rate for all roles that are proposed for the project. All expenses associated with change orders are subject to DOM preapproval and will be negotiated at the time of the change order.

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7 PROPOSAL EVALUATION

7.1 General

An Evaluation Committee comprised of DOM staff will be established to judge the merits of eligible proposals. The Committee will be appointed by the Executive Director of the Division of Medicaid and will include members who have extensive experience in the Medicaid program. The Committee will be responsible for the evaluation of the Technical and Business Proposals.

7.2 Evaluation of Proposals

A standard evaluation form will be used by the evaluation committee to ensure consistency in evaluation criteria.

A maximum of 700 points will be available for the Technical Proposal and a maximum of 300 points will be available for the Business Proposal. The points awarded per phase, by the evaluation committee, will be totaled to determine the points awarded per proposal. Evaluation of eligible proposals will be conducted in five phases. The Procurement Officer will complete Phase One; the Technical Proposal Evaluation Committee will complete Phase Two; and the Business Proposal Evaluation Committee will complete Phase Three. In Phase Four, the Procurement Officer will compile the results of the technical and business evaluations and make a recommendation to the Executive Director of Medicaid based on the results of the evaluation. The fifth phase is the award decision of the Executive Director.

At its option, the State may request an interview from Contractors in a competitive range in the evaluation. Contractors must be prepared to meet with DOM staff within five (5) days of notification. All costs associated with the interview will be the responsibility of the Contractor.

7.2.1 Phase 1 - Evaluation of Offeror's Response to RFP

In this phase, the Procurement Officer reviews each proposal to determine if each proposal is sufficiently responsive. Each proposal will be evaluated to determine if it is complete and whether it complies with the instructions to Offerors in the RFP. Each proposal that is incomplete will be declared non-responsive and may be rejected with no further evaluation. The Procurement Officer will determine if an incomplete proposal is sufficiently responsive to continue to Phase Two.

7.2.2 Phase 2 - Evaluation of Technical Proposal

Only those proposals which meet the requirements in Phase One will be considered in Phase Two. Any Technical Proposal that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the Division of Medicaid. The Division of Medicaid reserves the right to waive minor variances or reject any or all proposals. In addition, the Division of Medicaid reserves the right to request clarifications or enter into discussions with all Offerors. The evaluation committee will review the Offeror's response to each requirement in order to determine if the Offeror sufficiently addresses all of the requirements and that the Offeror has developed a specific approach to meeting each requirement.

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Additional consideration will be given to Offerors that provide a distinct added benefit to DOM beyond the basic requirements of the RFP. Additional consideration will be given to Offerors that propose resources and a project work plan to complete the project in a shorter time frame than that required by the RFP. The maximum number of points that may be awarded for the technical evaluation is equal to the summation of the maximum number of points for each of the following sections:

1. Executive Summary - 30
2. Corporate Background and Experience - 100
3. Overall Technical Approach - 125
4. MEHRS/eScript Requirements Approach - 225
5. Technical Approach to Turnover - 40
6. Approach to Project Organization and Staffing - 100
7. Technical Approach to Project Governances - 80

Proposals must score a minimum of 70% (490 points) of the total score in order to proceed to the Business/Cost phase of the evaluation. Proposals receiving less than 70% will not be considered for the Business evaluation or contract award. Technical Proposal evaluations may be adjusted based on information gathered during the oral presentations.

7.2.2.1 Executive Summary

The Evaluation Committee will review the Executive Summary to determine if it provides all information required in Section 5.2 of this RFP and is the correct length.


7.2.2.2 Corporate Background and Experience

The Evaluation Committee will evaluate the experience, performance on similar contracts, resources, and qualifications of the Offerors and each of its subcontractors to provide the services required by the RFP. The evaluation criteria will address:

1. Experience of Offeror in providing the requested services.
2. Corporate experience providing similar services.
3. Amount and level of resources proposed by the Offeror.
4. Specific qualifications that evidence the Offeror's ability to provide the services requested.
5. Current financial position and cash flow of the Offeror and evidence that the Offeror has a history of financial solvency.
6. Any contract terminations or non-renewals within the past five years.

7.2.2.3 Overall Technical Approach

The Evaluation Committee will evaluate the approach and process offered to provide services as required by this RFP. This part of the evaluation assesses the Offeror's overall approach to the scope of work, as well as the specific project management approach. The evaluation criteria for overall scope of work are:


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1. General approach to address the contract and Project Phases described in Section 8.
2. Approach to use of walkthroughs with users to ensure agreement and understanding of each task.
3. Approach to requirements validation and system specifications.
 - Approach to requirements gathering
 - Approach to Business Rule Configuration
 - Approach to interface security and specifications
4. Approach to integration with the State infrastructure.
 - Approach to security assessment activities
 - Approach to business continuity and disaster recovery
 - Approach to help desk services
5. Approach to customization and configuration.
 - Approach to data conversion
6. Approach to testing.
 - Approach to testing activities
 - Approach to user acceptance testing
7. Approach to implementation.
 - Approach to planning and provider implementation
 - Approach to provider outreach and training
 - Approach to end-user documentation
 - Approach to Statewide rollout
8. Approach to operations management.
9. Detailed response to Deliverable Procedures and Standards in Sections 8.6.
10. Approach to producing deliverables.

7.2.2.4 MEHRS/eScript Requirements Approach

The Evaluation Committee will evaluate the approach and process offered to provide services as required by this RFP. This part of the evaluation assesses the bidder's approach to meeting the specific requirements in Appendix A. The evaluation criteria are:

1. Assessment of MEHRS/eScript requirements in Appendix A.
 - Functional Requirements – Electronic Health Records
 - Functional Requirements – e-Prescribing
 - Technical and Integration Requirements
 - Interface Protocol Requirements
 - Exchange Standard Requirements
 - Federal, State, and Industry standard Requirements
 - Data Center Requirements

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- Security and Privacy Requirements
- End-User Helpdesk Requirements
- Outreach Requirements
- Minimum Data Element Requirements

7.2.2.5 Technical Approach to Turnover

Evaluation criteria for this section assess the Offeror’s approach to the turnover phase described in Section 8.3.8 and turnover requirements in Appendix A.

7.2.2.6 Approach to Project Organization and Staffing

Evaluation criteria for this Section assess the Offeror’s approach to Named Staff for each phase of the contract. The evaluation criteria for project organization and staffing include resumes and letters of commitment for named staff as well as sufficient organizational structure and overall staffing to perform the tasks outlined in Section 8.

7.2.2.7 Technical Approach to Project Governances


Evaluation criteria for this section assess the Offeror’s approach to the understanding of State responsibilities and acceptance of the Contractor responsibilities. The Offeror must demonstrate a complete understanding of the project management standards and project security.

Approach to Project Management and the authority of Project Manager.

- Approach to implementing the PMO
- Approach to completing project plans
- Project control approach (including previous ability to use control tools to successfully complete projects on schedule; plan for reporting to the State)
- Work hours and time estimating methods
- Practicality and effectiveness of the Offeror’s quality assurance plan for this contract
- Sign-off procedures and internal control over deliverable production and major activities
- Assessment of project risks and anticipated problem areas, and the Offeror’s approach to managing them
- Approach to routine problem identification, prevention, and interfaces with the State, including resolution
- Assessment of Offeror’s assumptions and constraints

7.2.3 Phase 3 - Evaluation of Business/Cost Proposal

Only those proposals that satisfactorily completed Phase Two will be considered for Phase Three. DOM reserves the right to waive minor variances or reject any or all proposals. Any bid price determined by DOM to be unrealistically or unreasonably low may not be considered acceptable, as such a proposal has a high probability of not being accomplished for the cost

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proposed. The Offeror may be required to produce additional documentation to authenticate the proposal price. The maximum 300 points will be assigned to the lowest and best acceptable proposal. All other proposals will be assigned points based on the following formula:

$$X/Y * 300 = Z$$


X = lowest bid price

Y = Offeror's bid price

Z = assigned points

7.3 Selection

After the Evaluation Committee has completed the evaluation of the proposals, a summary report including all evaluations (Phase Four) will be submitted to the Executive Director of DOM. The Executive Director will make the final decision (Phase Five) regarding the winning proposal.

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8 SCOPE OF WORK

8.1 Background

This section of the RFP presents Scope of Work (SOW) requirements under the contract for the electronic health records (EHR) and e-prescribing components of MEHRS/eScript. It describes the tasks required to implement, maintain, and turnover the system for the State of Mississippi.

8.2 Contract Phases

There are specific requirements for each contract phase. Contract phases may overlap in their time schedules. Project phases are in parenthesis.


The Contract Phases are:

1. Initial Design, Development and Implementation (DDI) Phase (Phase 1).
 - a. Web portal access for Medicaid providers to obtain an electronic health record based on Medicaid medical and prescription claims data
 - b. Web-based e-prescribing system using Medicaid claims data
 - c. Web portal access for Medicaid providers to obtain hospital discharge information based on Medicaid claims
2. Operational Phase.
3. Enhancement Phase (Phase 2 and 3).
 - a. Implement web portal access for Medicaid providers to obtain laboratory test results and x-rays in the web portal (Phase 2)
 - b. Implement ability to participate in a Regional Health Information Organization (RHIO) to receive Electronic Medical Records (EMR) and to send and receive EHR (Phase 2)
 - c. Implement web portal access for beneficiaries to view/update personal health information (Phase 3)
 - d. Implement functionality to allow other payers to participate (Phase 3)
4. Turnover Phase.

8.3 Tasks and Requirements

This section contains the major tasks required in fulfilling the contract. **Appendix A contains a list of MEHRS/eScript requirements. The list is grouped into the following requirements categories:**

- **Functional Requirements – Electronic Health Records**
- **Functional Requirements – e-Prescribing**
- **Technical and Integration Requirements**
- **Interface Protocol Requirements**
- **Exchange Standard Requirements**
- **Federal, State, and Industry Standard Requirements**

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- **Turnover Requirements**
- **Data Center Requirements**
- **Security and Privacy Requirements**
- **End-user and Helpdesk Services**
- **Outreach Program Requirements**
- **Minimum Data Element Requirements**

The proposer is to fill out the blank columns using the instructions and keys at the beginning of the Appendix.

8.3.1 Task One: Project Management

1. **Project Management Plan:** The Contractor shall develop a Project Management Plan (PMP). **(Deliverable 1)** DOM will use the PMP to manage, track, and evaluate the Contractor's performance. The PMP shall consist of policies and procedures in accordance with standard industry practices for project administration, execution, and tracking (i.e., Project Management Institute).

Additional project governance detail requirements are described in Section 8.5.3.

The PMP deliverable shall include the plans described in Section 8.5.3.3.

The Contractor shall develop and maintain a Project Work Plan that includes a Work Breakdown Structure (WBS) to the third level, a schedule that clearly labels the projected completion date of each Deliverable listed in this SOW, identified milestones where DOM information/activity is required, and timeline dependencies for subsequent Contractor activities.


The Contractor shall provide a Project Training Plan that includes all training of DOM staff for User Acceptance Test (UAT), the development of MEHRS/eScript business rules, and end-user training.

The Project Management Plan (Deliverable 1) shall be due and delivered 30 calendar days after the contract award date.

2. **Status Reports:** The Contractor shall prepare Status Reports **(Deliverable 2)** documenting the performance to date. The Weekly Status Report shall summarize the progress and status of all configuration, design, development, test, integration, and deployment activities. It shall document problems encountered and provide the resultant impact (e.g., changes to the Installation and Implementation Schedule). The Contractor shall provide a suggested format for the Weekly Status Report that will be approved by the State. *Additional Weekly Status Report detail requirements are described in Section 8.5.3.3.1.*

The Contractor shall report cost and schedule performance by the third level WBS elements as identified in the PMP. The Contractor shall provide narrative explanations for cost and schedule variances of greater than 10%.

The Contractor shall submit the first Weekly Status Report within 15 days of contract start and shall submit subsequent reports to DOM by 10:00 AM on the following Monday for the previous week.

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The Monthly Status Report is due to the State by the close of business, the second business day following the end of each month during the Project. *Additional Monthly Status Report detail requirements are described in Section 8.5.3.3.1*

3. **Project Web Portal:** The Contractor shall create and maintain a dedicated project web portal and domain name (**Deliverable 3**) that serves as a project management component (see Section 8.5.3.1) accessible only to project staff participants, and authorized stakeholders and disseminating information on the MEHRS/eScript project.

8.3.2 Task Two: Requirements Validation/System Specification

The Contractor shall be responsible for configuring the MEHRS/eScript commercial off the shelf (COTS) solution to meet the DOM requirements. The Contractor shall evaluate and map the COTS functionality against the MEHRS/eScript full functional and technical requirements included in this RFP.

1. **Requirements Validation:** The Contractor shall facilitate sessions with the State to ensure understanding of RFP requirements. The Contractor shall identify any missing, erroneous, or misleading requirements. The State envisions at least 3, 3 day sessions with up to 20 stakeholders present. The Contractor shall propose their recommendation of how many people should attend. The Contractor shall prepare **Deliverable 4**, System Requirements Specification, as a result of these meetings.
2. **Business Rule Reference:** The Contractor shall establish the initial set of Business Rules to be used for system configuration. The Contractor shall use a Joint Application Configuration (JAC) approach similar to a Joint Application Development Method. The Contractor shall propose the number of JAC sessions required to configure the product. The Contractor may, at the request of the State, be required to provide the venue for these sessions. During these sessions, the progress of the application configuration (being conducted by the Contractor) is reviewed by the work group and data capture is conducted to assure that DOM needs are addressed in an iterative fashion. The Contractor shall provide all necessary training and access to a prototype system to JAC participants so that the resulting business rules are stated effectively in terms of how they would be expressed in the actual system. The essential process of configuration is to assure that the MEHRS/eScript reflects specificity to DOM nomenclature and business processes. The Contractor shall develop **Deliverable 5**, Business Rule Reference, that defines the business rules and their implementation.
3. **Interface Specification:** The Contractor shall support the State in defining and specifying all known interfaces between the MERHS/sScript and external systems. Interface documentation may include: data structures, data dictionaries, processes, application programming interfaces (APIs), product architecture, communication methods, and relevant design and development methodologies, but not the source code of the COTS application. The Contractor shall also prepare **Deliverable 6**, Interface Specification, that describes each interface as specified in the RFP by Phase.

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8.3.3 Task Three: Integration with DOM Infrastructure

1. **Infrastructure Considerations:** The Contractor shall finalize infrastructure, interface, and data requirements in support of the MEHRS/eScript implementation. The Contractor shall test connectivity to all locations specified by DOM and identify any issues that may preclude the MEHRS/eScript from meeting service levels involving performance, such as system response time or availability.
2. **Information Security Certification and Assessment Activities:** The Contractor shall submit a baseline Information Security Plan (**Deliverable 7**) for review and approval by DOM. This plan shall document how the Contractor shall maintain the overall information security of the MEHRS/eScript system in accordance with DOM and Federal standards, including HIPAA. The Contractor shall, upon request of DOM, demonstrate and/or test that the MEHRS/eScript system is compliant with these standards.
3. **Business Continuity and Disaster Recovery Plans:** The Contractor shall submit a baseline Business Continuity and Disaster Recovery (BC-DR) Plan (**Deliverable 8**) for review and approval by DOM. The Contractor shall communicate proposed modifications to the BC-DR Plan at least 30 calendar days prior to their proposed incorporation. Such modifications shall be subject to review and approval by DOM.
4. **System Documentation:** The Contractor shall provide complete documentation for all application elements. This shall include standard training manuals, installation guides, network administration guides, and configuration manuals (if any) for each element. (**Deliverable 9**)
5. **Configuration Management Plan (CMP):** The Contractor shall establish, implement and maintain a Configuration Management (CM) Program that ensures support to all aspects of the life cycle of the project. The CMP shall address in detail the Contractor's CM organization, configuration identification, change management, status accounting, internal audit procedures, and other aspects of the CM Program. The CMP shall describe the details of the CM Program. Any revisions made to the CMP during the period of performance shall be provided to DOM. (**Deliverable 10**)
6. **End-User and Helpdesk Services:** The Contractor will be responsible for providing end-user support and helpdesk services from implementation to termination of the contract. The helpdesk shall be available for MEHRS/eScript end-users whenever the MEHRS/eScript system is available. The Contractor shall:
 - Provide documentation as to end-user support and helpdesk processes and procedures (**Deliverable 11**)
 - Provide a toll-free support line for contacting Contractor support and helpdesk services
 - Provide a Web-based end-user support center, including the ability for a user to report a problem and monitor its status
 - Document end-user problems, referring problems to the resources required to resolve the problem, monitor problem resolution, escalate any problems that are not being addressed in a timely manner, and inform the reporting user of problem status

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- Establish acceptable response times to respond and resolve problems reported
- Provide weekly reporting of response times, problems encountered and solutions

8.3.4 Task Four: Customization/Configuration

1. **Configuration of the MEHRS/eScript System:** The Contractor shall configure the system to meet the System Requirements Specification and Business Rule Reference as identified in Task Three. The Contractor shall provide a Solutions Design Document (SDD) (**Deliverable 12**) to detail the configuration of the system. The SDD shall recommend a performance testing methodology. The SDD shall identify functional and technical gaps and proposed solutions. The Contractor shall update the Project Work Plan to reflect all work required to configure the system for the DOM MEHRS/eScript environment.


The Contractor shall create and maintain a dedicated MEHRS/eScript web portal and domain name as a means of communicating with participants and stakeholders and to disseminate information concerning MEHRS/eScript.

In addition to the components specified in Section 8.3.1, the Portal shall have two distinct components:

- A component intended for public access. This will be an Internet-facing communication tool to serve State beneficiaries, both for project communications and eventual access to MEHRS/eScript services.
 - A component that is intended for restricted access by providers, project stakeholders external to the State, and State staff external to the project, that will access the functionality of the MEHRS/eScript according to the access permissions defined by their role. This component will serve as a communication tool as to the status of the project.
2. **Data Conversion/Migration:** The Contractor shall migrate and test the results of the migration from each external system to the MEHRS/eScript, including the last three years of claims from the MMIS.
 3. **Develop Interfaces:** The Contractor shall establish, execute, and test all necessary interfaces to support the MEHRS/eScript solution for Phase One. The Contractor shall document the proposed interface schema and transformation rules in an Interface Design Document (IDD) (**Deliverable 13**) and Interface Requirements Specification. (**Deliverable 14**) The Contractor shall migrate all required data and conduct preliminary tests of each interface prior to the testing activities in Task Five.

8.3.5 Task Five: Testing


1. **Testing Activities:** The Contractor shall support the design, administration, and documentation of thorough end-to-end technical validation of the MEHRS/eScript solution, architecture, and interfaces to assure proper functional and technical operation. The Contractor shall perform appropriate testing of all components of the configured solution set.

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2. **Test Plan:** Upon contract award, the Contractor will provide a draft Test Plan (**Deliverable 15**) for the MEHRS/eScript system that will establish testing processes, assign roles and responsibilities and establish criteria for successful testing of the solution. The testing approach will include developmental (as required for business rules), integration, system, and operational testing. The testing approach will be designed to mitigate risk while assuring adequate documentation and planning information in support of overall project management.
3. **User Acceptance Test:** The Contractor shall support DOM during user acceptance test.

8.3.6 Task Six: Implementation and State-wide Rollout

1. **Implementation Planning:** The Contractor shall develop an Implementation Plan (**Deliverable 16**) for State-wide rollout of the MEHRS/eScript system based on criteria established by the State. The Contractor shall address the following in its Implementation Plan:
 - i. Training for both EHR and eScript
 - ii. Provider Outreach
 - iii. Support and Helpdesk
 - iv. Phase 2 and 3 Interface Definitions and Implementation Considerations
2. **Provider Implementation and Outreach Planning:** The Contractor shall consider the following in the development of the Implementation and Outreach Plan:
 - i. **Early Adopters:** The Contractor shall discuss in the plan how they would retain early adopters of e-prescribing (i.e., eMPowerx and other e-prescribing systems) and expand their adoption to the use of the EHR.
 - ii. **New Users:** The Contractor shall discuss how it would tailor the Provider Implementation and Outreach Plan to target new users.
3. **Training:** The Contractor shall support the delivery of training to the State and provider community necessary for the proper use of the MEHRS/eScript system.
 - i. The Contractor shall develop and maintain a Training Plan (**Deliverable 17**) that:
 1. Defines training goals, objectives, and timelines for Phases One, Two, and Three. The State envisions at least two steps for Phase One: Training for State Implementation Staff followed by Provider Outreach and Training.
 2. Establishes training criteria based on end-user role and skill level.
 3. Outlines a preliminary course schedule for Phases One, Two, and Three.
 - ii. The Contractor shall create and maintain Training Materials. (**Deliverable 18**) The Contractor must create specific MEHRS and eScript training materials but may adapt existing information as needed. Training materials must be developed with the end-user in mind and must be

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easily understood by both trainers and trainees. All Training materials must be approved by DOM prior to use. The Contractor shall provide:


1. On-line help/tutorials.
2. Instructor led training as requested by DOM.
- iii. DOM may request the Contractor to provide a training venue.
- iv. The Contractor shall conduct training according to the requirements established by the State for:
 1. MEHRS/eScript basic introduction and use.
 2. eScript training.
 3. MEHRS training.
 4. Business Rules Definition and Maintenance.

4. End-User Documentation: The Contractor shall provide updated end-user documentation in addition to systems documentation specified in Task 3. The Contractor shall create and maintain the following system documents:

- i. **Users Manual:** The Contractor shall provide a Users Manual (**Deliverable 19**) that incorporates necessary information on the application solution for initial user orientation, on-going use of the solution and provides useful reference information. The users manual shall cover each component of the MEHRS/eScript system and be based upon an appropriate combination of existing documentation and relevant information from the JAC configuration process described in Task 2.
- ii. **Business Rule Administration Manual:** The Contractor shall provide accurate direction and instruction for defining, maintaining, and updating system business rules. This direction and instruction shall be documented in a Business Rule Administration Manual based upon existing documentation for application administration and relevant information developed during the configuration, interface development, and integration processes for MEHRS/eScript system. (**Deliverable 20**)

5. Statewide Rollout: *The Contractor shall commence with system rollout after UAT and in accordance with the approved Implementation Plan. DOM is placing a strong emphasis on provider outreach for participation in MEHRS/eScript.*

- i. **Outreach Program:** The Contractor shall support an integrated outreach program to encourage provider participation in the Electronic Prescription System and/or the Electronic Health Record System. The Contractor shall create a database of all providers as identified by DOM as potential participants in either or both programs. It is the responsibility of the Contractor to propose an approach to outreach that will achieve the following enrollments in the first four years of the contract:

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	Average Users eScript & EHR	Average Users EHR
Total YR 1 10/2009 - 3/2010	275	225
Total YR 2 4/2010 - 3/2011	300	450
Total YR 3 4/2011 - 3/2012	330	500
Total YR 4 4/2012 - 3/2013	360	550

As stated in Section 8.3.4, the Contractor shall create and maintain a dedicated MEHRS/eScript web portal and domain name as a means of communicating with potential participants, actual participants and stakeholders and to disseminate information concerning MEHRS/eScript. One component of this portal is intended for public access and will be a communication tool to serve State beneficiaries, and potential users of MEHRS/eScript, among others.

- ii. **Outreach Training and Support:** The Contractor shall provide support and training for providers who elect to participate in MEHRS/eScript.
- iii. **Outreach Program Helpdesk:** The Contractor shall have a toll free provider service line staffed adequately to respond to potential providers' questions during normal business hours, including appropriate and timely responses to technical questions related to implementation of MEHRS/eScript. The provider service line shall be adequately staffed and trained to accurately respond to questions regarding enrollment in the system.

8.3.7 Task Seven: Manage and Operations

The Contractor shall manage and operate the MEHRS/eScript system to include:


- Hosting of the MEHRS/eScript at the Contractor's data center
- Additional interfaces to be established in accordance with Deliverable 6, outlining the interfaces for Phase 2 and 3
- End-user support and helpdesk services
- Provider outreach programs for EHR and eScript, including training and end-user support

8.3.8 Task Eight: Project Turnover

The Contractor must assist DOM in an orderly transition at the end of this contract or other termination as discussed in section 3.5 and in the turnover requirements in Appendix A.

At least six months before any turnover date specified by DOM to the Contractor, the Contractor shall provide, at no charge, assistance in turning over all operations performed under this contract to the State or designated State agent. The Contractor shall provide a Turnover Plan (**Deliverable 21**) which includes, but is not limited to, the following:

- Proposed approach to transition operations to another vendor
- Identification and release of State owned documents and/or equipment/furnishings

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- Turnover of all files and other data to the State or designated agent
- Maintenance and transition of telephone services
- Designation of knowledgeable person(s) who will be available on a daily basis during the transition process
- Proposed timeline/schedule for the transfer process

The Contractor shall release all documents and records necessary to complete the transfer of operations and will provide a final report documenting all such actions. At the option of the State, the Contractor shall arrange for the removal of hardware and software or the transfer of documents, equipment or software leases, where applicable.

The Contractor must comply with the turnover requirements listed in Appendix A.

The State reserves the right to assume the hosting of the application in the State's technical environment during the term of this contract.

In the event the Contractor is non-compliant or non-corporative with all the approved transfer plans, DOM shall hold the Contractor responsible for all expenses with the delay of the transition and include a five percent penalty against the Contractor's final invoice.


8.4 Project Organization and Staffing

8.4.1 Named Staff for the DDI Phase

Named Staff for the DDI Phase are those staff positions named in this Section. Each Named Staff member must have the required experience. Any proposed change to this staff after contract execution must have prior written approval by the State. In all circumstances, Named Staff shall be replaced only with persons of equal ability and qualifications. The State shall have the right to conduct separate interviews of proposed replacements for Named Staff and all Named Staff replacements must be approved in advance in writing by the State Project Manager.

Resumes, along with letters of commitment, for this staff must be supplied with the proposal.

1. **Manager for Project Management Office** – The Contractor will assign a Project Management Officer certified to lead the Contractor's PMO. This person may not hold any other concurrent position during the Implementation Phase. Qualifications: Minimum 5 years (60 months) of project management experience in health information systems project(s) similar in size and scope to this project that encompassed the full system development life cycle from initiation through post implementation. Individual must be a certified Project Management Professional by the Project Management Institute. Minimum of 2 years of experience using Microsoft Project.
2. **Manager for DDI** – The Contractor will assign an individual to manage the DDI phase. This person may not hold any other concurrent position during the Design and Development Phase. Qualifications: Three years experience as a DDI manager on a similar project. A bachelor's degree in information system engineering, computer science or a related field is also required.
3. **Quality Assurance Manager for Implementation** – The Contractor will assign a manager for quality assurance activities during the implementation phase.

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Qualifications: A bachelor's degree with at least three courses in statistics and/or quality assurance and a minimum of three years progressive experience in the quality assurance function of a large scale claims processing organization or have at least five years progressive experience in the quality assurance function of a large scale claims processing organization. This person may not hold any other concurrent position during the Design and Development Phase.

4. **Interface Manager** – The Contractor will assign an Interface Specialist to manage all interface development and implementation activities of the project. Qualifications: Minimum of three years experience in systems integration, messaging components, and interface development. A bachelor's degree in information system engineering or a related field is also required.
5. **Testing Manager** – The Contractor will assign a Testing Manager to manage all testing activities during design, development and implementation. Qualifications: Minimum of three years experience conducting system and user acceptance tests for health information systems. A bachelor's degree in business management or a related field is also required.


8.4.2 Named Staff for the Turnover Phase

1. **Turnover Manager** – Qualifications: A bachelor's degree and at least three years health information systems implementation experience, and experience turning over operations similar in size and scope to this project. The Turnover Manager must have sufficient delegation of management authority to make decisions and obligate Contractor resources to fulfill obligations of the Turnover Phase. Any proposed change to this staff after contract execution must have prior written approval by the State.

8.4.3 Named Staff for the Operations Phase

Named Staff for the Operations Phase are those staff members with the following titles. Individuals in these positions may not hold any other concurrent position and must be full-time positions. Any proposed change to this staff after contract execution must have prior written approval by the State.

1. **Account Manger:** The Contractor will assign an Account Manager, to serve as liaison with the State during the Operations Phase. The Account Manager shall be available and responsible to the State for consultation and assistance. He/she shall attend, upon request, meetings and hearings of Legislative Committees and interested governmental bodies, agencies, and officers. He/she shall also provide timely and informed responses to operational and administrative inquiries arising from the project. Whenever the Account Manager is not reasonably available, he/she shall provide a designated alternate fully capable of meeting the requirements of this section. The Account Manager shall meet with the State staff, or such other person as the State may designate, on a regular basis to provide oral and written status reports and other information as required. Qualifications: Minimum of two years of supervisory experience for a government or private sector health care payor.

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8.4.4 Categorized Staff

Categorized Employees are those staff required to be maintained by the Contractor in agreed quantities by category, either as part of the Minimum Numbers of Categorized Staff required in this RFP, or as part of the Staffing Chart required in the Vendor’s proposal.

The Contractor must supply sufficient staff to implement and operate MEHRS/eScript and to meet all other requirements of the contract. This staff is over and above the Named Staff and the Minimum Numbers of Categorized Staff set by the State. The Contractor may be required to increase staffing levels if requirements or standards are not being met, based solely on the discretion of the State. In making this determination, the State will evaluate whether the Contractor is meeting deliverable dates, producing quality materials, maintaining high quality and production rates, and meeting RFP standards without significant rework or revision.

8.4.5 Minimum Numbers of Categorized Staff – Operations Phase

The Contractor must supply the staff described in this section and must maintain the number and qualifications of this staff for the Operations Phase. Include the Offeror’s projected operational staffing chart, including data center staff, with roles of each operational position or section. The following positions must be included:


1. Five Provider Field Representatives – Qualifications: A bachelor’s degree and one year experience in the health care billing or health care public relations field. Experience can be substituted for the bachelor’s degree on a year-for-year basis.

8.5 Project Governance Requirements

8.5.1 State Responsibilities

The State responsibilities regarding Project Governance include:

1. Implementation of State Project Management Office (PMO).
2. Review and approve project governance approach, methodologies and deliverables.
3. Participate in weekly project status meetings with the Contractor.
4. Review and approve Contractor Project Status Reports.
5. Review and approve the deliverables for each project undertaken.
6. Report ongoing project progress to State Executive Management.
7. Use the PMO Project Work Plans and Status Meeting discussions to prepare the quarterly report of progress to CMS.
8. Monitor progress of projects and quality of Contractor deliverables.
9. Obtain decisions from the Executive Steering Committee on any identified issues, as needed to keep the project on schedule.
10. Complete, review and approve any customer service request (CSR) arising from maintenance and system enhancement requests that do not meet the definition of a project.
11. Review and approve the Project Management Plans that must be implemented for each project during the Operations Phase.
12. Work with the Contractor to reach agreement concerning the levels of quality that are desirable, acceptable and substandard for each area.

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13. Work with the Contractor to develop means to measure the performance levels on a monthly basis, using the Performance Reporting System.
14. Review and approve the measurement, calculation, content, and format of contract management reports.
15. Approve Contractor's key personnel, including reviewing resumes of proposed key personnel and notifying the Contractor in writing of its approval or disapproval.
16. Review the results of background checks supplied by the Contractor.
17. Monitor the Contractor's performance of all Contractor responsibilities, processes, and compliance with contract terms, standards, and conditions.
18. Provide the Contractor with the name of the DOM contract administrator who will be the primary point of contact between the State and the Contractor.
19. Provide access to appropriate DOM staff to the Contractor in its performance of contract activities.
20. Assess and invoke damages for Contractor performance that does not meet contract requirements and for non-compliance.
21. Review and approve Contractor invoices and supporting documentation for payment of services.
22. Coordinate State and Federal reviews, certifications and compliance audits.

8.5.2 Contractor Responsibilities

The Contractor must know and actively apply professional project management standards to every aspect of the work performed under this contract. The Contractor must adhere to the highest ethical standards, and exert financial and audit controls and separation of duties consistent with Generally Accepted Accounting Principles (GAAP) and Generally Accepted Auditing Standards (GAAS).

During the Project Start-Up Phase, the Contractor must establish the appropriate level and type of project management standards and procedures to successfully complete the requirements of each phase of the contract. This section identifies the mandatory requirements, tasks, and deliverables for project governance, which the Contractor must perform. The following are minimum requirements.

8.5.2.1 Project Management Body of Knowledge Guide®

The Contractor must adhere to the American National Standards Institute (ANSI) and Project Management Institute (PMI) principles recorded in the latest version of the Project Management Body of Knowledge Guide® (PMBOK).

8.5.2.2 Information Technology Iterative Project Management

The Contractor is required to implement and maintain the systems with strict adherence to published, industry recognized standards including, but not limited to, the Capability Maturity Model Integration® (CMMI) and Standards from the Institute of Electrical and Electronic Engineers (IEEE) or a comparable model approved by the State for all application development and maintenance. The Contractor must include in its response to this RFP a description of its application implementation and maintenance methodology, and identify the approach to:

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1. Requirements Management.
2. Project Planning.
3. Project Tracking and Oversight.
4. Subcontractor Management.
5. Quality Assurance.
6. Software Configuration Management.
7. Process Focus.
8. Process Definition.
9. Training.
10. Integrated Software Management.
11. Software Product Engineering.
12. Peer Reviews.

8.5.2.3 Security

The Contractor must operate a Systems Security unit under direct management control. The Contractor must separate duties of staff responsible for network connections, routing, firewall management, intrusion detection, email service, user authentication and verification, password management, and physical access control to ensure appropriate administrative, physical and technical controls are in place. At a minimum, the Contractor must implement and maintain the security and privacy standards set forth in Appendix A.


8.5.3 Project Management

8.5.3.1 Project Management Portal

As specified in the Section 8.3.1, within 30 days of award of the contract, the Contractor will establish a secure Enterprise Project Portal (Portal) to serve as the electronic repository for the official Project Work Plan, all deliverables, and other project artifacts. The Portal must allow authorized users to view the plan in a real-time environment and generate reports on project status. The portal must provide the capability to email alerts advising individuals of task assignments, task status and notification that due date for an assigned task has passed. All project deliverable drafts and working copies must be stored and shared in the Portal to facilitate communication and collaborative work. Authorized State staff must have the capability of uploading documents onto the portal. The Portal must operate in a secure environment where user access and privileges are dependent on authorizations that will be decided by the State, but the Contractor is responsible for:

1. Maintaining security settings.
2. Establishing Portal folders.
3. Populating folders with appropriate documentation.
4. Identifying authorized Contractor Portal users.
5. Providing access privileges to authorized users.
6. Notifying and training authorized users in Portal usage.

The Contractor will maintain the Project Portal during all phases of the contract.

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8.5.3.2 Project Management Office (PMO)

The Contractor must establish a PMO in Jackson, Mississippi within 30 calendar days of award of the contract. The PMO must be managed by a Project Management Professional, certified by the Project Management Institute (PMI). The Contractor's PMO will be required to work closely with the State's PMO throughout the project.

8.5.3.2.1 PMO Processes, Policies and Procedures

The Contractor must deliver to the State a PMO Policy and Procedure Overview document. The document must describe all PMO processes and procedures, including PMO methodologies and tools used to control the projects, scheduling and prioritization of project activities, PMO staff roles and responsibilities, project scope and change management, procedures to control costs, managing issues and risks, methods to track and approve accomplishments, document management, and provide a central repository of all project artifacts.


8.5.3.3 Project Management Plan

Within 30 days of award of the contract, the Contractor's PMO will submit, for approval by the State, Project Management Plan prepared in accordance with PMBOK principles. The plan must describe the contractor's management approach, and must contain the following:

- Communications Management Plan
- Schedule Management Plan
- Project Work Plan
- Risk Management Plan
- Issues Management Plan
- Quality Management Plan
- Staffing Management Plan
- Schedule Baseline
- MITA Compliance Plan
- Change Management Plan
- Cost Management Plan
- Integration Management Plan
- Milestone List

Details of some of the subordinate plans are presented in these specifications. Where details are not specified, the guideline in the PMBOK should be followed.

No development will begin on the project until the State has approved the Project Management Plan. The Project Management Plan must be kept current at all times throughout the project. The Contractor must update the Project Management Plan as needed throughout the life of the project.

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8.5.3.3.1 Communications Management Plan

The Contractor must deliver to the State a Communications Management Plan. The Contractor will determine all formal and informal State communications needs, including meeting agendas, status meetings, meeting minutes, status reports and project monitoring, and create a process to meet those needs. During all phases of the project, the Contractor will execute the plan, with formal status reports in formats approved by the State.


Status Meetings – The Contractor must participate in regularly scheduled meetings with the DOM to discuss all projects and progress made during the reporting period, as well as ongoing operations. Except as otherwise approved, status meetings will be held on a weekly basis. The meeting schedule will be proposed by the Contractor in its PMO and Project Management Plans and will be mutually agreed upon between the Contractor and the DOM. The Contractor must prepare an agenda for each meeting for approval by the DOM and prepare and publish meeting minutes for the status meetings within five business days following the meeting in a format approved by the DOM.

Weekly Status Reports – The Contractor must prepare written status reports on a schedule approved by the State. Except as otherwise approved, status will be delivered on a weekly basis and will include the following:

1. A report on the status of each task in the Work Breakdown Structure that is in progress or overdue.
2. Tasks completed during the week.
3. Tasks planned to start during the week that were not started, along with a projected start date, an explanation of the reason for late start, and corrective action taken to assure that the tasks will be started on the revised date.
4. Tasks planned to be completed during the week that were not completed, along with a projected completion date, an explanation of the reason for late completion, and corrective action taken to assure that the tasks will be completed on the revised date.
5. A report on issues that need to be resolved.
6. A report on the status of risks, with special emphasis on change in risks, risk triggers, or the occurrence of risk items.
7. A cost variance report showing the planned value of the work completed to date, the actual cost of the work completed to date and the variance.
8. A schedule variance report showing the earned value of the work completed, the planned value of the work completed, and the variance.

Monthly Status Reports – The Contractor must submit a written status report, which is due to the State by the close of business, the second business day following the end of each month during the project. Monthly status reports must contain, at a minimum, the following:

1. A complete set of updated and current output from the Microsoft Project, including an updated Gantt chart, along with a copy of the corresponding Project schedule files in electronic version.
2. A description of the overall completion status of the project in terms of the approved Project schedule.
3. The plans for activities scheduled for the next month.

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4. The Deliverable status, with percentage of completion and time ahead or behind schedule for particular tasks.
5. Identification of Contractor employees assigned to specific activities.
6. Problems encountered, proposed resolutions and actual resolutions.
7. A list of all change requests.
8. An analysis of risk anticipated, proposed mitigation strategies, and resolved risks.
9. Any updates required in the change management strategy.
10. Testing status and test results.
11. Proposed changes to the project schedule, if any.
12. Financial information related to expenses and billings for the project.
13. Executive summaries for presentation to management and oversight bodies.

The format for these reports shall be at the direction of the State.


8.5.3.3.2 Schedule Management Plan, Project Work Plan and Schedule Baseline (Scope Management)

The Contractor will revise the Project Work Plan submitted in the Technical Proposal to reflect any change in dates or activities based on contract negotiations. The Project Work Plan will identify all tasks, activities, milestones, and deliverables for the project and will be used by the State to monitor the Contractor's progress. Elements of this deliverable include:

1. A Schedule Management Plan that sets forth the format and establishes the criteria for developing and controlling the project schedule.
2. A narrative overview of the Project Work Plan tasks and schedule, including any assumptions and constraints the Contractor used in the development of the Work Plan.
3. Description of each task, subtask, and activity.
4. A WBS in Microsoft Project or an alternative acceptable to the State identifying all tasks, subtasks, milestones and deliverables with key dates for each associated with the DDI phase of the project. The work must be decomposed into tasks that allow for accurate estimation of the work and resources required in terms of Contractor and State Implementation Team resources to complete the Project and must take into consideration the State's commitment of State staff to the project. Any task that requires more than 80 hours or 10 workdays to complete must be further decomposed. The Project Work Plan must include dependencies, begin and end dates and duration estimates for each task in the WBS; the sequence of tasks, including identification of the critical path; and the method to be used by the Contractor to control time spent on the project. Resources must be allocated by name or by type to the WBS.
5. Proposed location for activities to be performed.
6. Personnel resources applied by name and level of effort in hours.
7. State resource requirements.
8. Gantt chart.
9. PERT or dependency chart.
10. Resource matrix by subtask, summarized by total hours per person, per month.

Schedule Baseline

The original estimates will form the Schedule Baseline. Once established, the baseline will only be modified with approval from the State. The approved baseline will be used for all project

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metrics reported on a weekly status reporting schedule. During execution of the project, the Contractor must measure performance according to the Schedule Baseline and manage changes to the plan requested by the State. When tasks are complete, the Contractor must seek verbal acceptance from the State for each task, and formal acceptance of each deliverable.

8.5.3.3.3 Risk Management Plan

The Contractor must deliver to the State and use a standard Risk Management Plan that must address the process and timing for risk identification, describe the process for tracking and monitoring risks, identify the Contractor staff that will be involved in the risk management process, identify the tools and techniques that will be used in risk identification and analysis, describe how risks will be quantified and qualified, and how the Contractor will perform risk response planning. For each risk, the Contractor must evaluate and set the risk priority based on likelihood and impact, assign risk management responsibility, and create a risk management strategy. For each significant accepted risk, the Contractor must develop risk mitigation strategies to limit the impact. The Risk Management Plan must include aggressive monitoring for risks, identify the frequency of risk reports, and describe the plan for timely notification to the State of any changes in risk or trigger of risk events.

8.5.3.3.4 Issues Management Plan

The Contractor shall deliver to the State an Issues Management Plan. The plan must: describe the process, tools, and techniques used in issue identification and analysis; describe tools for tracking and monitoring issues; identify the Contractor staff that will be involved in the issue management process; describe how issues will be quantified and qualified; and how the Contractor will perform issue response planning.

8.5.3.3.5 Quality Management Plan


The Contractor must deliver to the State and employ a formal Quality Management Plan that includes checklists, measures and tools to measure the level of quality of each deliverable. The quality measurement process applies to plans and documents, as well as programs and operational functions. The Quality Management Plan must reflect a process for sampling and audits and for continuous quality improvement. An updated Quality Assurance Plan must be submitted to the State for approval annually. The Plan must include a proposed process for State review and approval of Contractor deliverables.

8.5.3.3.6 MITA Compliance Plan

The Contractor must deliver to the State a MITA Compliance Plan that demonstrates how the software will align with the MITA model of industry-based open architectural standards; modular components; relational database; Web and real-time processing; rules engine management; data privacy, security and integrity; and interoperability.

8.5.3.3.7 Staffing Management Plan

The Contractor must deliver to the State a Staffing Management Plan, including organizational charts with defined responsibilities and contact information. Resources must be allocated by name or by type to the WBS during the Implementation Phase and for projects during the

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Operations Phase. During Project execution, the Contractor must provide appropriate training and management supervision to all staff. Alternates for named staff must be provided.

The Contractor must deliver at the inception, and annually, a staffing plan for each operations section. If the Contractor staff for any operations section is found to be deficient by the State, the Contractor must revise the staffing plan within 15 days of notice and employ the additional staff at no additional cost to the State.

8.5.3.3.8 Change Management Plan

The Contractor must work with the State to develop a Change Management Plan that establishes the change management roles and responsibilities, policies, guidelines, processes, and procedures necessary for controlling and managing the changes during the life of the project. Changes may be based on scope (both technical and functional) or schedule. This document must identify how changes are identified, defined, evaluated, approved, and tracked through completion. This plan must identify responsibilities and define the composition, function, and procedures for a Change Management Board.

During implementation and execution of every project during the Operations Phase, the Contractor must exert control to assure the completion of all tasks according to the Project Schedule and Project Budget. All variances must be reported to the State, and the Contractor must work with the State to deal with any variance in a manner that will assure overall completion of the Project within time and budget constraints. The State will work with the Contractor to approve fast-tracking or reallocation of Contractor resources as necessary.


8.5.3.3.9 Cost Management Plan

The Contractor must determine the resources necessary to complete the project in a timely and efficient manner, must estimate and budget for costs, and post these estimates to each task in the WBS. Although in most cases the costs will not be chargeable to the State, the estimate will be used by the State for planning and setting priorities and will be used by the State and the Contractor to report cost variance. During execution of the project, the Contractor must regularly report cost variance at the task level, based on the percentage completion of the task and the actual number of hours or days worked on the task.

8.5.3.3.10 Integrated Management

All requirements for project management are interrelated. The Contractor may apply integrated project management tools or commercial off the shelf (COTS) products to consolidate reports required for the management of Projects. The Contractor must execute careful change control on the implementation tasks and throughout the project. The Contractor must supply the following plans:

1. Integration Plan.
2. Requirements Management Plan.
3. Infrastructure Plan.

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8.5.3.4 Project Management Milestones

Deliverable	Date
Project Portal 8.5.3.1	30 Days after contract award
Project Management Office 8.5.3.2	30 Days after contract award
Project Management Plan 8.5.3.3	30 Days after contract award

8.5.4 Management of System Modifications or Operation Improvements

It is the State's intention that all maintenance and enhancements be accomplished by Contractor staff. During the Operations Phase, any system modification or operations improvement activity will be considered a project. For any project undertaken during the Operations Phase, the Contractor will comply with all aspect of the approved contract management plans required in Section 8.5.3.3 as deemed appropriate by the State for the size of the project, and comply with the development standards set forth in Section 8.5.2.2 for any system modification projects. All projects will be controlled by the Contractor's PMO under the direction of the State.

8.6 Deliverable Procedures and Standards

The Contractor must meet specific requirements for all deliverables in all phases of this contract. Deliverables are itemized in section 8.3.


8.6.1 Deliverable Procedures

The State must approve the content and format of all deliverables prior to the Contractor start on the deliverable. The State reserves the right to reject any deliverable that is not in the proper format or does not appear to completely address the function of the deliverable requirement. The Contractor is responsible to provide all additional documents and materials necessary to support its Information Systems Development Methodology (ISDM) at the appropriate time, whether itemized in these lists or not.

As the Contractor provides deliverables, in written and electronic format, the State will review the materials or documents within 10 business days after the receipt date, except design deliverables where there must be a minimum of 15 business days for review. The receipt date is not counted as 1 of the 10 days. If the material or document is determined to be in non-compliance, the State will send written notification to the Contractor's Project Manager outlining the reason(s) for the determination. The Contractor, at no expense to the State, will bring work determined by the State to be in non-compliance with the Contract into conformance within 10 business days of notice and resubmit the deliverable to the State. If the State accepts the deliverable, deliverable material or documents, an acceptance letter, signed by the State, will be submitted to the Contractor.

8.6.2 Deliverable Standards

The State requires the use of iterative development in a cooperative and participatory environment, in which the State may give immediate feedback on prototypes, design specifications, and early document drafts. The State hopes to speed development through this


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participatory process, and minimize misunderstandings concerning business and technical requirements.


1. The Contractor must conduct participatory meetings with State staff as documents are drafted and business and systems requirements are being ascertained, including concept discussions, design prototyping, Joint Application Design (JAD) sessions, and meetings for requirements gathering, and to receive State feedback on design and documents.
2. The Contractor must have open communication with the State during the development of documents and systems. The Contractor must provide document drafts and allow State review of programs, screens and design concepts at any stage of development at the State's request.
3. The Contractor must render all designs and itemized deliverables in writing for formal approval, in a format agreed on by the State and the Contractor as part of the Project Management process. State approval will be streamlined for items in which the State was involved at earlier stages.
4. The Contractor must supply professional deliverables, with proper spelling, punctuation, grammar, tables of contents and indices, where appropriate, and other formatting, as deemed appropriate by the State. The deliverable document must meet the business requirements it is intended to fulfill. Documents must be easily readable and written in language understandable by State staff knowledgeable in the area covered by the deliverable. The State reserves the right to reject any deliverable that does not meet these standards. The Contractor can not consider any deliverable complete before it is accepted formally by the State.
5. All deliverables and correspondence produced in the execution of this RFP must be clearly labeled with, at a minimum, project name, deliverable title, deliverable tracking or reference number, version number and date, and must be page-numbered.
6. The Contractor will conduct walkthroughs of deliverables at stages during the development of documents and systems. A final walkthrough will be conducted at the delivery of the final deliverable.

8.6.3 MEHRS/eScript Deliverables

Number	Deliverable	Date
1	Project Management Plan	30 days after contract award
2	Weekly and Monthly Status Reports	Weekly-15 days after contract award, Monthly-2 nd business day after EOM
3	Project Web Portal	30 days after contract award
4	System Requirements Specification	TBD-Approved project schedule date
5	Business Rule Reference	TBD-Approved project schedule date
6	Interface Specification	TBD-Approved project schedule date
7	Information Security Plan	TBD-Approved project schedule date
8	Business Continuity and Disaster Recovery Plan	TBD-Approved project schedule date
9	System Documentation	TBD-Approved project schedule date
10	Configuration Management Plan	TBD-Approved project schedule date
11	End-User and Helpdesk Procedures	TBD-Approved project schedule date
12	Solutions Design Document	TBD-Approved project schedule date
13	Interface Design Document	TBD-Approved project schedule date

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14	Interface Requirements Specification	TBD-Approved project schedule date
15	Test Plan	TBD-Approved project schedule date
16	Implementation Plan	TBD-Approved project schedule date
17	Training Plan	TBD-Approved project schedule date
18	Training Materials	TBD-Approved project schedule date
19	Users Manual	TBD-Approved project schedule date
20	Business Rule Administration Manual	TBD-Approved project schedule date
21	Turnover Plan	NLT Six Months prior to contract end

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APPENDIX A: MEHRS/ESCRIPIT REQUIREMENTS MATRIX

STATE OF MISSISSIPPI DIVISION OF MEDICAID ELECTRONIC HEALTH RECORDS AND E-PRESCRIBING REQUIREMENTS

Column Description	Offeror Responsibility
Req #: The unique identifier for the requirement.	This column is dictated by this solicitation document and must not be modified by the Offeror.
Requirement Description: The requirement to which the Offeror must respond.	This column is dictated by this solicitation document and must not be modified by the Offeror.
Offeror Compliance Response	For each requirement, the Offeror must place one “X” in the corresponding column that applies for the proposed solution. Please see Response Code Definitions in the table below.
Requirements Solution Description	<p>For each requirement, the Offeror must describe the way in which it proposes to satisfy the requirement and provide any available documentation to support its claimed compliance.</p> <p><u>A restatement of the requirement is not considered a substantive response.</u> (i.e. “The Offeror shall”) The Offeror may address more than one requirement in a single Requirement Solution Description, but must clearly indicate in which Requirements Solution Description (i.e., for what requirement) it has been addressed.</p>
Ref (Reference)	The Offeror must insert the exact location within the proposal where any additional reference documentation or exhibits are located. If no additional reference documentation or exhibits are included elsewhere in the proposal, an Offeror must insert “N/A” in this field.

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Phase	The Phase in which DOM has targeted the requirement to be implemented is indicated in the “Phase” column and must not be modified by the Offeror. If the Offeror is able to do an early implementation of a Phase 2 or Phase 3 requirement, that may be indicated in the column “Requirements Solution Description”.
Charge	If a Phase 2 or Phase 3 requirement is already a standard offering of the product being proposed for Phase 1 and the Offeror has indicated that it can be delivered early, indicate “Yes” in the “Charge” column whether there would be additional cost to implement in the DOM recommended phase.

Response Code	Definition
S – Standard Product	Requirement will be met by an existing component of the base COTS product(s) proposed for the solution without any effort over and above standard configuration methods. The contractor must provide a description of whether the requirement is met by rules or parameter setup, when applicable. This response indicates that no software modification, incorporation of third party products/tools into the system, or custom development is needed to meet the requirement.
M – Modification/Integration	Requirement will either be met with software modification to the base COTS product(s), such as application programming interfaces, or through integration of a third party product/tool into the base COTS products proposed for the solution (i.e., adding a link to an outside portal). The Offeror must identify the third party product(s) and Contractor(s) in the Requirements Solution Description.
D – Custom Development	Requirement can only be met with custom development specifically for MEHRS/eScript.
NA – Not available	Cannot meet the requirement.

Each requirement must include a statement describing the Contractor’s solution. Contractor’s proposed solution must include the following completed worksheet.

REQ#	REQUIREMENT DESCRIPTION	OFFEROR COMPLIANCE RESPONSE (place an X in appropriate column)				REQUIREMENTS SOLUTION DESCRIPTION	REF	PHASE	CHARGE
		S	M	D	NA				
FUNCTIONAL REQUIREMENTS - ELECTRONIC HEALTH RECORDS									
H-1	The system shall provide all access via a web portal.							1	
H-2	The system shall identify each data element by its source.							1	
H-3	The system shall provide a beneficiary electronic health record based on a minimum of services derived from MMIS and Pharmacy Benefit Manager (PBM) claims history.							1	
H-4	The system shall sort or filter information in the electronic health record according to user-defined criteria, such as diagnosis or service location.							1	
H-5	The system shall retain three years of MMIS and PBM claims line history per beneficiary and shall permanently retain all lifetime claims.							1	
H-6	The system shall provide an ‘opt-out’ function to limit or prohibit the exchange of restricted data based on patient request (e.g., psychiatric data).							1	
H-7	The system shall implement “opt-out” as part of the interface with a source system so that the release of information from the EHR can be controlled by the source system.							1	
H-8	The system shall permit searching across the entire record, both structured (i.e., field-constrained text) and non-structured data (i.e., free text).							1	
H-9	The system shall provide the ability to incorporate narratives from external clinical information as free text.							2	
H-10	The system shall present data captured externally, such as on-line provider entry and notes, wherever appropriate.							2	
H-11	The system shall capture laboratory results together with normal reference ranges.							2	



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		S	M	D	NA				
H-12	The system shall capture radiology reports together with the associated clinical quality images, if available.							2	
H-13	The system shall capture immunization data from immunization registry data maintained by the Department of Health.							3	
H-14	The system shall provide "drill-down" capability starting at the beneficiary summary profile to the detailed claim line level data.							1	
H-15	The system shall retain key dates that are related to beneficiary's history and physical, such as date of diagnosis for a chronic disease (i.e., diabetes) or life-changing operational procedures (i.e., transplants).							1	
H-16	The system shall include external clinical information such as image documents and other clinically relevant data, identifying the source of that information.							2	
H-17	The system shall present immunization data captured from MMIS claims as part of the display of the beneficiary summary.							1	
H-18	The system shall maintain all beneficiary information, identified by information source, regarding allergies, medical conditions, and drug intolerances.							1	
H-19	The system shall have the capability to summarize, filter, and facilitate searching through large amounts of data, including claims data, data entered by a provider, and data entered by a beneficiary during the delivery of beneficiary care.							1	
H-20	The system shall present beneficiary data in chronological order as the default, since much of this data is date or date-range specific.							1	
H-21	The system shall provide access for providers to obtain hospital discharge information based on Medicaid claims.							1	
H-22	The system shall capture beneficiary vital signs through direct provider input to include height/weight, blood type, blood pressure, pulse, and oxygen level.							2	
H-23	The system shall maintain a history of each vital sign according to date of service, or date of data entry.							2	
H-24	The system shall provide a medication profile for each beneficiary.							1	



REQ#	REQUIREMENT DESCRIPTION	OFFEROR COMPLIANCE RESPONSE (place an X in appropriate column)				REQUIREMENTS SOLUTION DESCRIPTION	REF	PHASE	CHARGE
		S	M	D	NA				
H-25	The system shall populate the medication profile from the following sources, maintaining a record of the source: claim at the service line level, patient attestation, provider/pharmacist order (i.e., e-prescribing).							1	
H-26	The system shall originate, document, and track referrals between care providers including emergency room, specialty referrals and source for the coordinating of care.							1	
H-27	The system shall calculate Body Mass Index (BMI) from provider-entered height and weight.							2	
H-28	The system should have the capability to link to external Prior Authorization portal sources.							1	
H-29	The system shall generate alerts and flags using evidence-based guidelines focusing on chronic disease, as well as on prevention.							1	
H-30	The system shall include Medicaid specific quality indicator (QI) measures for diabetes and asthma, EPSDT screening guidelines, and depression screening guidelines.							1	
H-31	The system must be modifiable to add new alerts/flags for additional QI measures or changes to existing measures.							1	
H-32	The system shall provide patient risk scoring and predictive modeling tools for utilization by Medicaid in risk stratification for care management. (Note: The Offeror must describe in detail its methodology used for risk scoring and predictive modeling.)							2	
H-33	The system shall include preloaded, evidence-based guidelines from approved official sources with measures appropriate to the State. (Note: The Offeror shall provide the sources of evidence-based guidelines that it has incorporated into the proposed system.)							1	
H-34	The system shall limit the results of the search/query according to the role of the user.							1	



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		S	M	D	NA				
H-35	The system shall generate automated alerts for abnormal clinical values, practice-specific alerts, and follow up reminders, and ensure alerts are routed appropriately and can be sent via email, printer, fax, or pager.							2	
H-36	The system shall control access to data elements of the EHR by each user role.							1	
H-37	The system shall prohibit unauthorized users from accessing certain beneficiary information according to State and Federal confidentiality rules.							1	
H-38	In the case of a natural disaster, the system shall allow access to beneficiary medical records to approved RHIO's, or any other source, as directed by the State.							1	
H-39	The system shall allow beneficiaries access to view their own health records or a subset, as approved by DOM.							3	
H-40	The system shall allow beneficiaries to input information into their own health records or a subset, as approved by DOM.							3	
FUNCTIONAL REQUIREMENTS - E-PRESCRIBING									
P-1	The system shall provide DOM formulary information for all drugs in the drug reference file.							1	
P-2	The system shall update the drug reference file from the Fiscal Agent on a daily basis, or as directed by the State.							1	
P-3	The system shall include Preferred Drug List (PDL) information, maximum units, override and prior authorization requirements, generic and therapeutic alternatives, drug monographs and prescribing information at point of prescribing.							1	
P-4	The system shall maintain at least three years of pharmacy claims history.							1	
P-5	The system shall provide Part D plan information.							2	
P-6	The system shall utilize a Provider lock-in indicator. This data shall be displayed in the Beneficiary summary view.							1	



REQ#	REQUIREMENT DESCRIPTION	OFFEROR COMPLIANCE RESPONSE (place an X in appropriate column)				REQUIREMENTS SOLUTION DESCRIPTION	REF	PHASE	CHARGE
		S	M	D	NA				
P-7	The system shall limit access to the e-prescribing capability to providers with prescriptive authority.							1	
P-8	The system shall display monthly script limits and number of scripts used, as obtained from the PBM nightly extract.							1	
P-9	The system shall check for dose range based on predetermined characteristics, including age, height, weight and additional attributes, such as pregnancy, gender, and BMI calculation (derived from height and weight).							2	
P-10	The system shall perform Drug Utilization Review (pro-DUR) and generate alerts, such as: <ul style="list-style-type: none"> • drug-to-drug compatibility • drug to allergy • drug interaction • therapeutic duplication • low and high dose • drug-condition 							1	
P-11	The system shall support multiple medication benefit plans with different formularies to accurately display each formulary based on the beneficiary's benefit plan.							1	
P-12	The system shall facilitate the submission of electronic prescriptions, new and refills, to a pharmacy in multiple formats (e.g., fax, printable for signature, etc.) approved by DOM.							1	
P-13	The system shall produce alerts based on preferred vs. non-preferred usage criteria set by the State.							1	
P-14	The system shall provide a means for prescribers to enter medications currently being taken by patients that have not been prescribed through the system and/or are not available through external interfaces/sources.							2	

REQ#	REQUIREMENT DESCRIPTION	OFFEROR COMPLIANCE RESPONSE (place an X in appropriate column)				REQUIREMENTS SOLUTION DESCRIPTION	REF	PHASE	CHARGE
		S	M	D	NA				
P-15	The system shall, at a minimum, provide/report the following Provider Usage Statistics, including Scripts Written, Adopter Status (Adopter, User, Registrant), Number of patient lookups, as well as Provider Rate of Generics vs. Brand, and Provider Formulary Compliance.							1	
TECHNICAL AND INTEGRATION REQUIREMENTS									
T-1	The Contractor shall host the MEHRS/eScripts solution.							1	
T-2	The system shall be interoperable with State network services.							1	
T-3	The Contractor shall provide support of a Master Patient Index (MPI) to track a client across an integrated or disparate group of health providers and clinics and provide a description to demonstrate the mapping methodology.							1	
T-4	The system shall have the ability to capture and update beneficiary information and will support standard demographic information, as well as user-defined fields.							1	
T-5	The system shall have the ability to generate and send faxes.							1	
T-6	The Contractor shall ensure System Performance uptime as 24/7 with a minimum of 99% uptime.							1	
T-7	The system shall perform preventative maintenance and updates/uploads without user interruption.							1	
T-8	The Contractor shall ensure the successful upload of files transferred to Contractor by the DOM within 24 hours of the completed file transfer from DOM, excluding weekends and holidays. For purposes of this requirement, weekends shall be defined as Saturdays from 12:00 AM until Monday at 6:00 AM. Holidays shall be defined as all State holidays, as determined by the Governor of the State of Mississippi.							1	
T-9	The system shall have no single point of failure.							1	
T-10	The system shall have the ability to identify Primary Care Physicians.							1	



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		S	M	D	NA				
T-11	The system shall archive the 37 th month of claims history at the end of each operational month, ensuring at least 36 months of online claims data.							1	
T-12	The system shall allow users to create rules based alerts, as long as it does not override or conflict with rules based guidelines.							1	
T-13	The system shall generate DOM-specified disclaimers with an automated alert according to the business rules that have been established for that alert.							1	
T-14	In accordance with Federal regulation 42 CFR Section 455.14, if the Contractor or any of their agents, identify any questionable practice or pattern or receive any complaint regarding allegations of provider, enrollee, supplier or contractor fraud and/or provider, supplier or contractor abuse from any source, the Contractor shall immediately initiate an inquiry into whether sufficient basis exists to warrant further investigation by any agency. If further investigation is indicated and/or initiated, a written referral of the case, including all pertinent information available, shall be forwarded to the DOM within 30 days of the close of the initial inquiry.							1	
T-15	The Contractor shall use version control when upgrades are made to the system.							1	
T-16	The Contractor shall implement DOM prior approved Quality Assurance procedures for rule and parameter changes.							1	
T-17	The system shall provide flexible reporting tools, including standard reports, and the ability to create and store customized reports. The Contractor shall provide examples of current reporting and lists of reports.							1	
T-18	The Contractor shall submit a baseline Business Continuity and Disaster Recovery (BC-DR) plan for approval by DOM. The Contractor shall communicate proposed modifications to the BC-DR plan at least 30 calendar days prior to their proposed incorporation. All modifications must have DOM prior approval.							1	
T-19	The application must be accessible via Internet Explorer 7.0, Firefox 2.0, and Mozilla 5.0, at a minimum.							1	

REQ#	REQUIREMENT DESCRIPTION	OFFEROR COMPLIANCE RESPONSE (place an X in appropriate column)				REQUIREMENTS SOLUTION DESCRIPTION	REF	PHASE	CHARGE
		S	M	D	NA				
INTERFACE PROTOCOL REQUIREMENTS									
Provide details for each of these requirements, as to how they will be created and maintained, and Accesses by the MEHRS/eScript System									
I-1	Master Patient Index							1	
I-2	Record Locator Service							1	
I-3	Integration Engine							1	
I-4	Terminology Management (i.e., HL7)							1	
I-5	Patient Data Hub (RHIOs)							3	
I-6	Prior Authorization Interfaces							1	
I-7	Medicare Part D							2	
	MEHRS/eScript								
I-8	<ul style="list-style-type: none"> Immunizations 							2	
I-9	<ul style="list-style-type: none"> Lab results 							2	
I-10	<ul style="list-style-type: none"> X-Ray results 							2	
I-11	<ul style="list-style-type: none"> Claims data 							1	
I-12	<ul style="list-style-type: none"> Emergency information 							3	
I-13	<ul style="list-style-type: none"> MMIS/PBM 							1	
I-14	<ul style="list-style-type: none"> Health Records for Uninsured Individuals 							3	
EXCHANGE STANDARD REQUIREMENTS									
E-1	The Demographics exchange standard shall be HL7 2.4 or higher.							1	
E-2	The Medications exchange standard shall be HL7 2.4 or higher and the standard for vocabulary used shall be NCPDP (retail pharmacy), NDF-RT, RxNorm (inpatient pharmacy), AHFS, FDB and NDC.							1	
E-3	The Problem/Symptom exchange standard shall be HL7 2.4 or higher and the standard for vocabulary used shall be ICD-9-CM, SNOMED CT.							1	

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		S	M	D	NA				
E-4	The Major Procedures exchange standard shall be HL7 2.4 or higher and the standard for vocabulary used shall be CPT-4, HCPCS, SNOMED CT.							1	
E-5	The Allergies exchange standard shall be HL7 2.4 or higher and the standard for vocabulary used shall be Free text, SNOMED CT (reaction), Medications (see above), Unique Ingredient Identifier (UNII) for environment/food.							1	
E-6	The Hospital/Physician Visits exchange standard shall be HL7 2.4 or higher and the standard for vocabulary used shall be ICD-9-CM (physician), HL7 2.4 (hospital).							1	
E-7	The Laboratory/Micro/Radiology exchange standard shall be HL7 2.4 or higher and the standard for vocabulary used shall be CPT-4, LOINC (lab/micro order names), SNOMED CT (lab/micro results), DICOM (images, faxes).							1	
FEDERAL STATE AND INDUSTRY STANDARD REQUIREMENTS									
F-1	The Contractor shall comply with applicable CMS Requirements listed but not limited to 45 CFR Parts 160, 162, 164, 42 CFR, the State Medicaid Manual, 43 CFR, 1915 C-waivers, 1905.							1	
F-2	The Contractor shall comply with Mississippi policy related to looking at security and privacy issues.							1	
F-3	The Contractor shall comply with Mississippi guidelines and standards related to Substance Abuse/Mental Health-State Plan for Mental Health Services.							1	
F-4	The Contractor shall comply with Mississippi guidelines and standards related to State Board of Pharmacy.							1	
F-5	The Contractor shall comply with Mississippi guidelines and standards related to State Board of Medical Licensure.							1	
F-6	The Contractor shall comply with Mississippi guidelines and standards related to Information Technology Services (ITS) - procurement, network securities listed on website.							1	



REQ#	REQUIREMENT DESCRIPTION	OFFEROR COMPLIANCE RESPONSE (place an X in appropriate column)				REQUIREMENTS SOLUTION DESCRIPTION	REF	PHASE	CHARGE
		S	M	D	NA				
F-7	The Contractor shall comply with Mississippi guidelines and standards related to Emergency Preparedness							1	
F-8	The Contractor shall comply with Mississippi guidelines and standards related to Network IT language							1	
F-9	The Contractor shall comply with Industry Standards and Best Practices listed but not limited to CCHIT, PMI and PMBOK							1	
TURNOVER REQUIREMENTS									
R-1	The State reserves the right to assume the hosting of the application in the State's technical environment during the term of this contract. Further, the State retains ownership of any and all data housed in the application hosted by the Contractor, as such, if the State chooses to exercise the right, the Contractor is prohibited from interfering with the migration of said data by claiming any ownership rights to the data.							1	
R-2	The Contractor shall provide the State the perpetual rights and/or license to operate and maintain all proprietary software after the termination of the contract.							1	
R-3	If the State exercises this right, the contract will be amended to reflect the change in the Contractor's and the State's responsibilities related to hosting services and the technical environment. The State will not exercise this right within the first year of the contract term.							1	
R-4	The Contractor must provide a narrative that describes the process and the steps involved in migrating the application from the Offeror's technical environment to the State's technical environment.							1	
R-5	The Contractor must provide a description of all software and hardware components required to be in place in the State's technical environment should the State choose to exercise its right to assume application hosting.							1	

REQ#	REQUIREMENT DESCRIPTION	OFFEROR COMPLIANCE RESPONSE (place an X in appropriate column)				REQUIREMENTS SOLUTION DESCRIPTION	REF	PHASE	CHARGE
		S	M	D	NA				
DATA CENTER REQUIREMENTS									
Capabilities of the Offeror's data center should include the following. If the Offeror has other acceptable or equivalent capabilities that will satisfy these requirements, those capabilities should be specified in the Offeror's response.									
D-1	Data center services need to be available on 24 hours per day 7 days per week basis with monthly operations reports provided to DOM.							1	
D-2	Business continuity testing and drills should be performed on a yearly basis.							1	
D-3	The Contractor will be required to provide qualified data center staff to support the applications proposed, as well as to provide trouble-shooting and operations management.							1	
D-4	Provide appropriate air flow, temperature and humidity control that is monitored.							1	
D-5	Provide generator backup and demonstrate fuel delivery contracts that provide service guarantees or pre-positioned fuel supplies for 2-3 weeks.							1	
D-6	Provide robust physical security in the room, including logged access and video surveillance.							1	
D-7	Provide FM200 fire suppression, or equivalent, that does not ruin equipment with water to suppress fire.							1	
D-8	Provide power sourced from different power grids in the geography. The power sources should be routed to Uninterruptible Power Sources (UPS) and transfer switches, then to at least two different power distribution units (PDUs) in each room. All hardware recommended must support redundant power supplies.							1	
D-9	Provide dual and diverse Internet Service capability via at least two Class A Carriers.							1	
D-10	Comply with all HIPAA related Security Rule guidelines.							1	
D-11	The Contractor must provide security for the host site that is agreeable to DOM, with the Contractor responsible for all necessary equipment and software related to security as published and agreed to in the approved project deliverables.							1	



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		S	M	D	NA				
D-12	The Contractor must provide secured File Transfer Protocol (FTP) access.							1	
D-13	The Contractor must provide Secure socket Layer (SSL) secure application support.							1	
D-14	The Contractor must provide Data Storage Management.							1	
D-15	The Contractor must provide Managed Network Services to include Internet Service Provider provisioning, monitoring, and troubleshooting.							1	
D-16	The Contractor must provide internal network bandwidth monitoring and troubleshooting, including guaranteed quality of service.							1	
D-17	The Contractor must provide hardware monitoring and troubleshooting, including system administration for operating systems, application systems firmware, and contractor relations.							1	
D-18	The Contractor must provide interface management.							1	
D-19	The Contractor must provide a Business Continuity Plan as part of the deliverables for data center operations and capabilities, including interim manual processes that must be undertaken in the event of a service interruption, as well as the more technical processes of Disaster Recovery.							1	
D-20	The Disaster Recovery component of Business Continuity Plan should identify all of the restoration activities for the infrastructure, hardware, and software.							1	
D-21	The Disaster Recovery Plan must address failover of primary equipment, network diversity, failover to remote locations, and fail back capabilities to the primary equipment and location.							1	
D-22	Expected Recovery times should be identified, then verified yearly with testing and documented testing results.							1	

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		S	M	D	NA				
D-23	<p>A risk assessment, per the HIPAA Security regulations, must also be completed with mitigation strategies implemented. Such risk scenarios should, at a minimum, include:</p> <ul style="list-style-type: none"> • Degrading organizational, operational, and technical issues • Alternative procedures and processes • Recovery procedures • Communication, notification, and documentation procedures 							1	
D-24	<p>The Contractor shall provide Business Continuity Services, including:</p> <ul style="list-style-type: none"> • Remote Data Vaulting • Failover, Restart, and Rollback Procedures, Testing, and Execution • Business continuity contracts for server and network equipment being available for inspection. These Contractors provide spare equipment on an as needed basis, which could be plugged into the network and attached to the primary or secondary Storage Area Network (SAN) for recovery. 							1	

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		S	M	D	NA				
D-25	The Contractor must report service level agreement (SLA) performance against standards which must, at a minimum address, but not be limited to, the following elements: <ul style="list-style-type: none"> • Network Availability – SLA performance will be negotiated at time of contract • System Availability – SLA performance will be negotiated at time of contract • System response - Query transactions by the clinical user should execute in less than 3 seconds • Escalation effectiveness • System maintenance • Security compliance • Web interface availability – SLA performance will be negotiated at time of contract, but will be established at 99-percent or higher 							1	
SECURITY AND PRIVACY REQUIREMENTS									
S-1	Comply with all Mississippi beneficiary privacy laws; manage specially-protected data according to Mississippi law.							1	
S-2	Comply with a minimum agreed-upon set of privacy and security standards established by the participating/governing stakeholders.							1	
S-3	Create or adopt a definition of security and privacy standards that may be used to certify organizations with respect to their fitness to participate in the EHR.							1	
S-4	Comply with all regulations and best practices for physical and network security of health information. For example, ensure data encryption in transit.							1	



REQ#	REQUIREMENT DESCRIPTION	OFFEROR COMPLIANCE RESPONSE (place an X in appropriate column)				REQUIREMENTS SOLUTION DESCRIPTION	REF	PHASE	CHARGE
		S	M	D	NA				
S-5	Implement robust methods for beneficiary consent processes to participate and manage data in the system. <ul style="list-style-type: none"> Allow beneficiary to receive notification that their data may be included in an EHR Allow the beneficiary to opt out of the EHR Allow the beneficiary to receive a report of their data from the EHR 						1		
S-6	Audit trails – beneficiaries must be able to obtain information about how their data has been accessed via the EHR (audit trail), to guard against inappropriate disclosure. <ul style="list-style-type: none"> Beneficiary must be able to obtain a report of who accessed data, when, and from what location The EHR will audit all connections/disconnections to the services Hold individual users accountable for inappropriate use or disclosure of beneficiary information Protect individual users against excessive liability for disclosure 						1		
S-7	Beneficiary authorization of providers. <ul style="list-style-type: none"> Beneficiary authorization of specific providers or entities. Allow beneficiaries to control who can access their data via the EHR. Add/amend/annotate/dispute data in their respective sections of the EHR 						1		
S-8	Permit advanced beneficiary control over data inclusion and access. <ul style="list-style-type: none"> Allow the beneficiary to selectively prohibit specially-protected or sensitive data from inclusion in the EHR Allow the beneficiary to selectively prohibit other (not specially-protected) data from inclusion in the EHR Allow the beneficiary to authorize only specific providers or entities to view sensitive or other data from within the EHR 						1		

REQ#	REQUIREMENT DESCRIPTION	OFFEROR COMPLIANCE RESPONSE (place an X in appropriate column)				REQUIREMENTS SOLUTION DESCRIPTION	REF	PHASE	CHARGE
		S	M	D	NA				
S-9	Enable role-based authorization of providers and other users of data. Role-based authorization may be managed centrally or in a federated manner or both.							1	
S-10	Provide for robust authentication mechanisms of providers and other users of data. <ul style="list-style-type: none"> If accessing the MEHRS/eScript from within a trusted domain/node, one-factor authentication is permitted If accessing the MEHRS/eScript from outside a trusted domain/node, two-factor authentication is required Utilize a single sign-on for users 							1	
S-11	Identity management. Provide a mechanism to uniquely identify all providers/users of the EHR <ul style="list-style-type: none"> Provide a mechanism to reliably identify an individual whose health information is part of the EHR 							1	
S-12	Provide a disclaimer screen after login and request acknowledgement of the disclaimer by the user							1	
S-13	Support creation of user roles, at a minimum to include: <ul style="list-style-type: none"> Providers Provider Proxy Beneficiaries Beneficiary Proxy MEHRS/eScript Administrator 							1	



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		S	M	D	NA				
S-14	Manage the identity and registration of users, including: <ul style="list-style-type: none"> Beneficiary identity and registration Beneficiary Proxy identity and registration Provider identity and registration Provider Proxy identity and registration MEHRS/eScript Administrator identity and registration 							1	
S-15	Allow the beneficiary to opt in or out of the EHR. <ul style="list-style-type: none"> Allow the beneficiary to authorize provision of their demographic and registration data to the EHR Allow the beneficiary to order the removal of their demographic and registration data from the EHR Allow the beneficiary to authorize the inclusion of specific records from a participating source to the EHR Allow the beneficiary to order the removal of all existing records from the EHR 							1	
S-16	Allow the beneficiary to designate authorized users to access their records							1	
S-17	Create audit trails, at a minimum to include: <ul style="list-style-type: none"> Audit each user logon to system Audit each user query of beneficiary identity Audit each user query of beneficiary records Audit each user viewing of beneficiary records Audit each registration or upload of beneficiary records to the system Audit each unsuccessful user logon to system 							1	
S-18	The system shall support password lockout after a minimum of three missed attempts.							1	

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		S	M	D	NA				
S-19	The system shall support multiple authentication processes, e.g., biometrics, swipe cards, or user-defined PINs (personal identification numbers).							1	
S-20	The system shall support encryption at the database level, at the user device level and during data transmission.							1	
S-21	The system shall have the capability to automatically log off a user after a specified period of idle time.							1	
S-22	The system shall have the capability to suspend user accounts for being inactive for a specified number of days.							1	



REQ#	REQUIREMENT DESCRIPTION	OFFEROR COMPLIANCE RESPONSE (place an X in appropriate column)				REQUIREMENTS SOLUTION DESCRIPTION	REF	PHASE	CHARGE
		S	M	D	NA				
END-USER AND HELPDESK SERVICES									
U-1	<p>The Contractor will be responsible for providing end-user support and helpdesk services from implementation to termination of the contract. The helpdesk shall be available for MEHRS/eScript end-users whenever the MEHRS/eScript system is available. The Contractor shall:</p> <ul style="list-style-type: none"> • Provide documentation as to end-user support and helpdesk processes and procedures (Deliverable 11) • Provide a toll-free support line for contacting Contractor support and helpdesk services • Provide a Web-based end-user support center, including the ability for a user to report a problem and monitor its status • Document end-user problems, referring problems to the resources required to resolve the problem, monitor problem resolution, escalate any problems that are not being addressed in a timely manner, and inform the reporting user of problem status • Establish acceptable response times to respond and resolve problems reported <p>Provide weekly reporting of response times, problems encountered and solutions.</p>							1	

REQ#	REQUIREMENT DESCRIPTION	OFFEROR COMPLIANCE RESPONSE (place an X in appropriate column)				REQUIREMENTS SOLUTION DESCRIPTION	REF	PHASE	CHARGE
		S	M	D	NA				
OUTREACH PROGRAM REQUIREMENTS									
O-1	The Contractor shall support an integrated outreach program to encourage provider participation in the Electronic Prescription System and/or the Electronic Health Record System. The Contractor shall create a database of all providers, as identified by DOM as potential participants in either or both programs. It is the responsibility of the Contractor to propose an approach to outreach that will achieve the enrollment expectations in section 8.3.6 (5) in the first four years of the contract.							1	
O-2	As stated in Section 8.3.4, the Contractor shall create and maintain a dedicated MEHRS/eScript web portal and domain name as a means of communicating with potential participants, actual participants and stakeholders and to disseminate information concerning MEHRS/eScript. One component of this portal is intended for public access and will be a communication tool to serve State beneficiaries, and potential users of MEHRS/eScript, among others.							1	
O-3	The Contractor shall provide support and training for providers who elect to participate in MEHRS/eScript.							1	
O-4	The Contractor shall have a toll free provider service line staffed adequately to respond to potential providers' questions during normal business hours, including appropriate and timely responses to technical questions related to implementation of MEHRS/eScript. The provider service line shall be adequately staffed and trained to accurately respond to questions regarding enrollment in the system.							1	
MINIMUM DATA ELEMENT REQUIREMENTS									
The following contains the minimum information required for the MEHRS/eScript.									
Demographics									
	SSN								
	Medicaid Beneficiary ID#								
	Medicare Beneficiary ID#								
	Date of Birth (DOB)								



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		S	M	D	NA				
	DOD								
	First, middle, & last name								
	Alias								
	Gender								
	State								
	Race								
	Marital status								
	Primary, secondary, & tertiary insurance info								
	County of residence								
	Emergency contact information								
	Phone number(s); home, work, cell								
	Scanned image of drivers license, insurance cards								
	Photograph of patient								
Medications									
	Date ordered								
	Date filled								
	Drug name								
	Strength								
	Dosing								
	Quantity								
	Prescriber								
	Package/Dosing Form								
	Number of refills								
	Pharmacy Name								
	Diagnosis								
Problems/Symptoms/Diagnoses									
	Date								
	Problem/symptom								



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		S	M	D	NA				
Vital signs									
	Date								
	Blood pressure, Pulse, Respiration, Weight, Height, Head Circumference, Waist Circumference, Blood type								
Social history									
	Tobacco, alcohol, other substance use (indicate years of use)								
	Children								
	Occupation								
	Marital Status								
	Religion								
	Education								
Family History									
	Father age								
	Mother age								
	Siblings age								
	Grandparents age Maternal Paternal								
	Children age								
	Congenital disorders								
	Allergies or asthma								
	Cancer								
Procedures									
	Mental illness								
	Date								
	Procedure description								
	Results								
	Modifier								




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		S	M	D	NA				
	Procedure code								
Immunizations									
	Admin date								
	Description								
	CPT code								
	"Med Not Given"								
	ICD-9								
	Agent(s)								
Allergies and Adverse Reactions (Note: Will be from Provider)									
	Record date								
	Reaction								
	Status								
	Reaction 2, 3, etc								
	Status date								
	Date								
Claims (Note: To encompass all claim types. Information contained in the interface should be modeled after existing interface.)									
	Hospital name								
	Diagnosis - D								
	Procedure - P								
	Discharge summary - 1								
	Plan codes								
	Discharge date								
	Discharge code								
	Admit date								
Laboratory (Part of Claims – Results and Abnormal flag are from Lab interface [P2])									
	Date								
	Test name								
	Procedure code								

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		S	M	D	NA				
	Results								
	Abnormal flag								

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APPENDIX B: DRUG FREE WORK PLACE CERTIFICATION

DHHS CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS:

GRANTEES OTHER THAN INDIVIDUALS

Instructions for Certification

By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

1) This certification is required by regulations implementing the Drug-Free Act of 1988, 45 CFR Part 76, Subpart F. The regulations, published in the May 25, 1990, Federal Register, require certification by grantees that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the Department of Health and Human Services (HHS) determines to award the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HHS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

2) Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

3) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

4) If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see above).


5) Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including (i) all direct charge employees; (ii) all indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent Contractors not on the grantee's payroll; or employees of subrecipients or subcontractors in covered workplaces).

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The grantee certifies that it will or will continue to provide a drug-free workplace by

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b) Establishing an ongoing drug-free awareness program to inform employees about

1) The dangers of drug abuse in the workplace; 2) the grantee's policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

1) Abide by the terms of the statement; and 2) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted:

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or 2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (use attachments if needed):

Place of Performance (street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

---->NOTE: Sections 76.630(c) and (d)(2) and 76.635(a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For HHS, the central receipt point is Division of Grants Management and Oversight, Office of Management and Acquisition, HHS, Room 517-D, 200 Independence Ave, S.W., Washington, D.C. 20201



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Signature

Date

Title

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APPENDIX C: DHHS CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

DHHS Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions
45 CFR Part 76, Appendix A

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.


(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature

Date

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APPENDIX D: HIPAA BUSINESS ASSOCIATE AGREEMENT

Business Associate Agreement

This Business Associate Agreement (“Agreement”) is entered into between Mississippi Division of Medicaid, a State Agency (“DOM”) and **(enter name of Contractor here)**, a corporation qualified to do business in Mississippi (“Business Associate”).


I. RECITALS

- a. DOM is a State Agency that acts both as an employer and as a health plan for public benefit with a principal place of business at 550 High Street, Suite 1000, Jackson, MS 39201.
- b. Business Associate is a corporation qualified to do business in Mississippi that will act to perform consulting services for DOM with a principal place of business at **(enter address of Contractor here)**.
- c. DOM, as a Covered Entity defined herein under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) is required to enter into this Agreement to obtain satisfactory assurances that Business Associate, a Business Associate under HIPAA, will appropriately safeguard all Protected Health Information (“PHI”) as defined herein, disclosed, created or received by Business Associate on behalf of, DOM.
- d. DOM desires to engage Business Associate to perform certain functions for, or on behalf of, DOM involving the disclosure of PHI by DOM to Business Associate, or the creation or use of PHI by Business Associate on behalf of DOM, and Business Associate desires to perform such functions, as set forth in the contracts or agreements which involve the exchange of information, and wholly incorporated herein.
- e. The terms used in this Agreement shall have the same meaning as those terms in the Privacy Rule.

In consideration of the mutual promises below and the exchange of information pursuant to this agreement and in order to comply with all legal requirements for the protection of this information, the parties therefore agree as follows:

II. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.
- b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

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- d. Business Associate agrees to report to DOM any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.
- e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of DOM agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- f. Business Associate agrees to provide access, at the request of DOM, and in the time and manner determined by DOM, to Protected Health Information in a Designated Record Set, to DOM or, as directed by DOM, to an Individual in order to meet the requirements under 45 CFR § 164.524.
- g. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that DOM directs or agrees to pursuant to 45 CFR § 164.526 at the request of DOM or an Individual.
- h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, and available to DOM, or to the Secretary of the Department of Health and Human Service, in a time and manner designated by the Secretary, for purposes of the Secretary determining DOM's compliance with the Privacy Rule.
- i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for DOM to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- j. Business Associate agrees to provide to DOM or an Individual, an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.

III. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE


General Use and Disclosure Provisions

Refer to underlying agreements and contracts:

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, DOM as specified in the service agreements and contracts, provided that such use or disclosure would not violate the Privacy Rule if done by DOM or the minimum necessary policies and procedures of DOM.

IV. OBLIGATIONS OF DOM

- a. Provisions for DOM to Inform Business Associate of Privacy Practices and Restrictions
 - i. DOM shall notify Business Associate of any limitation(s), as set forth in the Notice of Privacy Practices attached hereto as Exhibit "A" and wholly incorporated herein, in

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accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.


- ii. DOM shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- iii. DOM shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that DOM has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

b. Permissible Requests by DOM

DOM shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by DOM.

V. TERM AND TERMINATION

- a. Term. The Term of this Agreement shall be effective as of the effective date of the agreements and contracts entered into between DOM and Business Associate, and shall terminate when all of the Protected Health Information provided by DOM to Business Associate, or created or received by Business Associate on behalf of DOM, is destroyed. If it is infeasible to destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- b. Termination for Cause. Upon DOM's knowledge of a material breach by Business Associate, DOM shall, at its discretion, either:
 - i. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the associated Contracts or Agreements. If Business Associate does not cure the breach or end the violation within the time specified by DOM; or
 - ii. Immediately terminate this Agreement and the associated Contracts or Agreements if Business Associate has breached a material term of this Agreement and cure is not possible; and
 - iii. In either event, DOM shall report the violation to the Secretary of Health and Human Services as required.
- c. Effect of Termination.
 - i. Except as provided in paragraph (2) of this section, upon termination of this Agreement, for any reason, Business Associate shall destroy all Protected Health Information received from DOM, or created or received by Business Associate on behalf of DOM. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - ii. In the event that Business Associate determines that destroying the Protected Health Information is infeasible, Business Associate shall provide to DOM notification of the conditions that make destruction infeasible. Upon notification in writing that destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and


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limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

VI. MISCELLANEOUS

- a. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement as is necessary to effectively comply with the terms of any agreements or contracts, or for DOM to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191. Such modifications signed by the parties shall be attached to and become part of this Agreement.
- c. Survival. The respective rights and obligations of Business Associate under the Section, "Effect of Termination" of this Agreement shall survive the termination of this Agreement.
- d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit DOM to comply with the Privacy Rule.
- e. Indemnification. Business Associate will indemnify and hold harmless DOM to this Agreement from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:
 - i. Any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Agreement; and
 - ii. Any claims, demands, awards, judgments, actions and proceedings made by any person or organization arising out of or in any way connected with the performance of the Business Associate under this Agreement.
- f. Business Associate's Compliance with HIPAA. DOM makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
- g. Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and may be either personally delivered or sent by registered or certified mail in the United States Postal Service, Return Receipt Requested, postage prepaid, addressed to each party at the addresses which follow or to such other addresses as the parties may hereinafter designate in writing:

DOM: **Office of the Governor
Division of Medicaid
550 High Street, Suite 1000
Jackson, MS 39201**


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Business Associate:

(enter Contractor information here)

Any such notice shall be deemed to have been given, if mailed as provided herein, as of the date mailed.

- h. Change in Law. In the event that there are subsequent changes or clarifications of statutes, regulations or rules relating to Agreement, DOM shall notify Business Associate of any actions it reasonably deems are necessary to comply with such changes, and Business Associate promptly shall take such actions. In the event that there shall be a change in the federal or state laws, rules or regulations, or any interpretation or any such law, rule, regulation or general instructions which may render any of the material terms of this Agreement unlawful or unenforceable, or materially affects the financial arrangement contained in this Agreement, Business Associate may, by providing advanced written notice, propose an amendment to this Agreement addressing such issues.
- i. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.
- j. Counterparts. This Agreement may be executed in counterparts, any of which is considered to be an original agreement.
- k. Governing Law. This Agreement shall be construed broadly to implement and comply with the requirements relating to the HIPAA laws and regulations. All other aspects of this Agreement shall be governed under the laws of the State of Mississippi.
- l. Assignment/Subcontracting. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns. Except as otherwise provided in the contract and any proposal or RFP related thereto and agreed upon between the parties, Business Associate may not assign or subcontract the rights or obligations under this Agreement without the express written consent of DOM. DOM may assign its rights and obligations under this Agreement to any successor or affiliated entity.
- m. Entire Agreement. This Agreement contains the entire agreement between parties and supersedes all prior discussions, negotiations and services for like services.
- n. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than DOM, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
- o. Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or employees assisting Business Associate in the fulfillment of its obligations under this Agreement, available to DOM, at no cost to DOM, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DOM, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, except where Business Associate or its agents, affiliates, subsidiaries, subcontractors or employees are a named adverse party.

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IN WITNESS WHEREOF, the parties hereto have duly executed this agreement to be effective on the date first herein written.

DOM

BUSINESS ASSOCIATE

By: _____

By: _____

Name:


Title: Executive Director

Date:

Name:

Title:

Date:

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APPENDIX E: NOTICE OF PRIVACY PRACTICES

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW IT CAREFULLY.

The Office of the Governor, Division of Medicaid (known as DOM) must by law keep your health information private and give you notice of its legal duties and privacy practices for your health information. If you have questions about any part of this notice or if you want more information about the privacy practices at DOM, please contact:


Division of Medicaid
Privacy Officer
550 High Street, Suite 1000
Jackson, MS 39201
(601) 359-6050
(800) 421-2408

Effective Date of This Notice: April 14, 2003

I. How DOM May Use or Disclose Your Health Information

DOM gets health information from you and stores it in files and on a computer. This is part of your Medicaid record. The Medicaid record belongs to DOM, but the information in the medical record belongs to you. DOM keeps your health information private. The law lets DOM use or disclose your health information for the following purposes:


1. Treatment. DOM will get or keep information about you regarding your health care treatment and options. Although DOM does not give the treatment directly to you, DOM will get some medical history and coded information about your health and treatment. DOM does use and keep this specific health information to make sure proper payment of benefits, and many times that the best benefits have been given to you within Medicaid guidelines. This use or disclosure by DOM does not mean that your health providers are not responsible to provide the best care. You and your provider must decide together what care is best for you. *Example: DOM will get your medical information from your provider, who will send billing information to Medicaid for care they provide to you. DOM will then review the billing and treatment information to make sure it was correct, based on standards, and DOM will pay your provider for the services that you are eligible for at pre-set rates.*
2. Payment. DOM does get information about you and will use and disclose information about you to health care providers, business associates, and other covered entities in order to send and get payments for services you get from providers. *Example: Your doctor will send certain health and private information about you to DOM or a DOM business associate, who will in turn check to be sure you were eligible for benefits and will send payment directly to the health care provider for the services you got if you were eligible for such.*
3. Regular Health Care Operations. DOM does some contracts with business associates to handle your personally identifiable health information. These business associates will often prepare reports, data and information for use and disclosure throughout DOM and to any others allowed by law. Also, DOM will use and disclose your information as the law allows to conduct an assessment of Medicaid systems and training. *Example: DOM does plan for future Medicaid services by conducting needs assessments. Also, DOM does conduct medical reviews or administrative proceedings to check quality control of services available.*

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4. Information provided to you. DOM does let individuals request an opportunity to see the health information about themselves.
5. Notification and communication with family. We may disclose your health information to tell a family member, your personal representative or another person responsible for your care about where you are, your general condition or if you die. If you are able and can agree or object, DOM will give you a chance to object prior to making this notification. If you are unable or cannot agree or object, our health professionals will use their best judgment in telling your family and others.
6. Required by law. As required by law, we may use and disclose your health information.
7. Public health. As required by law, we may disclose your health information to public health authorities for purposes related to: preventing or controlling disease, injury or disability; reporting child abuse or neglect; reporting domestic violence; reporting to the Food and Drug Administration problems with products and reactions to medications; and reporting disease or infection exposure.
8. Health oversight activities. We may disclose your health information to health agencies during the course of audits, investigations, inspections, licensure and other proceedings.
9. Judicial and administrative proceedings. We may disclose your health information in the course of any administrative or judicial proceeding.
10. Law enforcement. We may disclose your health information to a law enforcement official for purposes such as identifying or locating a suspect, fugitive, material witness or missing person, complying with a court order or subpoena, and other law enforcement purposes.
11. Deceased person information. We may disclose your health information to coroners, medical examiners, and funeral directors.
12. Organ donation. We may disclose your health information to organizations involved in procuring, banking or transplanting organs and tissues.
13. Research. We may disclose your health information to researchers doing research that has been approved by a DOM approved Privacy Board.
14. Public safety. We may disclose your health information to appropriate persons in order to prevent or lessen a serious and imminent threat to the health or safety of a particular person or the general public.
15. Specialized government functions. We may disclose your health information for military, national security, correctional institutions and government benefits purposes.
16. Worker's compensation. We may disclose your health information as necessary to comply with worker's compensation laws.
17. Marketing. We may contact you to remind you of appointments or to give you information about other treatments or health-related benefits and services that may be of interest to you.

II. When DOM May Not Use or Disclose Your Health Information

Except as described in this Notice of Privacy Practices, DOM will not use or disclose your health information without your written authorization. If you do authorize DOM to use or disclose your health information for another purpose, you may take back your authorization in writing at any time.

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III. Your Health Information Rights

1. You have the right to ask for restrictions on certain uses and disclosures of your health information. DOM does not have to agree to the restriction that you ask for.
2. You have the right to get your health information through a reasonable alternative means or at an alternative location. You must present a DOM form which tells your specific request. There may be charges to get this information. You will be told in advance.
3. You have the right to see and copy your health information. There may be fees and charges for the time it takes to copy, prepare, supervise, and mail the information you ask for.
4. You have a right to request that DOM change your health information that is not correct or not complete. DOM does not have to change your health information and will give you information about DOM not changing the information. You will be told how you can disagree with the denial.
5. You have a right to get a list of disclosures of your health information made by DOM, except that DOM does not have to include disclosures for: 1 (treatment), 2 (payment), 3 (regular health care operations), 4 (information provided to you), and 15 (specialized government functions) of Section I of this Notice of Privacy Practices.
6. You have a right to a paper copy of this Notice of Privacy Practices and can get this Notice in another format.

IV. Changes to this Notice of Privacy Practices

DOM reserves the right to change this Notice of Privacy Practices at any time in the future, and to make the new provisions effective for all information that it keeps, including information that was created or received prior to the date of such change. Until such change is made, DOM must by law comply with this Notice. Upon a material change of this Notice, DOM will send a new Notice with the changes and effective date of change to each current beneficiary.


V. Complaints

Complaints about this Notice of Privacy Practices or how DOM handles your health information should be sent to:

Division of Medicaid
 Privacy Officer
 550 High Street, Suite 1000
 Jackson, MS 39201

If you are not satisfied with the manner in which this office handles a complaint, you may submit a formal complaint to:


Department of Health and Human Services
 Office of Civil Rights

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Hubert H. Humphrey Bldg.
 200 Independence Avenue, S.W.
 Room 509F HHH Building
 Washington, DC 20201

You may also address your complaint to one of the regional Offices for Civil Rights. A list of these offices can be found online at <http://www.hhs.gov/ocr/regmail.html>.


For instructions on how to obtain this information in either Braille or a non-English speaking format, please contact your local Division of Medicaid Office for details.

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APPENDIX F: PROPOSAL COST RESPONSE FORM

Section 6.0 addresses submission of the Proposal Cost Response Form. Failure to follow the submittal instructions will immediately disqualify the Offeror.

Proposal Cost Response Form Implementation and Operation of MEHRS/eScript System RFP# 20090109							
Name of Offeror:							
Contract Phase	FY 2009 (07/2008-06/2009)	FY 2010 (07/2009-06/2010)	FY 2011 (07/2010-06/2011)	FY 2012 (07/2011-06/2012)	FY 2013 (07/2012-06/2013)	FY 2014 (07/2013-06/2014)	Total
Implementation							
Operation							
Turnover							
Enhancement							
Total:							
The Contractor shall provide, as an attachment to the Proposal Cost Response Form, a detailed worksheet by line item of all costs as it pertains to the Contractor's responsibilities and deliverables as found in Section 8.0 of the RFP.							
I certify that I am legally obligating the above named Offeror to the conditions of this contract.							
Signature:			Date:				
Printed Name:			Title:				

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APPENDIX G: GLOSSARY OF TERMS AND ACRONYMS

For purposes of this Contract, the following terms, abbreviations, and acronyms are defined as follows:

A

ACCEPTED CLAIM: Any claim for services rendered that has passed clerical and machine edits, resulting in a claim that can be accepted for adjudication.

ADJUDICATED CLAIM: A claim that has moved from pending status to final disposition, either paid or denied.

ADJUSTMENT: A transaction that changes any information on a claim which has been adjudicated.

AHFS: American Hospital Formulary Service®

API: application programming interface.

B

BAA: Business Associates Agreement

BC-DR: Business Continuity and Disaster Recovery.

BENDEX: Beneficiary and Earnings Data Exchange System. A file containing data from the Federal Government regarding all persons receiving benefits from SSA and the Veterans Administration.

BENEFICIARY: An individual eligible for medical assistance in accordance with a State's Medicaid Program and who has been certified as eligible by the appropriate agency and has received services. This term is used interchangeably with recipient for the purposes of this RFP.

BENEFITS: The process whereby a State pays for medical services rendered to Medicaid-eligible beneficiaries.

BMI: Body Mass Index.

BSM: Bureau of Systems Management. The bureau of DOM responsible for Fiscal Agent liaison and Fiscal Agent contract management. BSM is also responsible for the design, implementation and operations of the agency's Wide and Local Area Networks.

C

CATEGORICALLY NEEDY: The term that identifies those aged, blind or disabled individuals or families who meet Medicaid eligibility criteria and who meet the financial limitation requirements for TANF, SSI or optional State financial support.

CCHIT: Certification Commission for Healthcare Information Technology.

CFHC: Coastal Family Health Center

CFR: Code of Federal Regulations. A codification of the general and permanent rules published in the Federal Register by the Executive departments and agencies of the Federal Government.

CHIP: Children's Health Insurance Program.

CLAIM: A request for payment filed with the Fiscal Agent, on a form prescribed by DOM and the Fiscal Agent, by a certified Medicaid provider for Medicaid-covered medical and medically related services rendered on behalf of an eligible Medicaid beneficiary.


CLAIM TYPE: The classification of a claim by origin or type of service provided to a beneficiary.

CLIA: Clinical Laboratory Improvement Amendments.

CMMI: Capability Maturity Model Integration®.

CMS: Centers for Medicare and Medicaid Services. This is the Federal agency (formerly known as HCFA) responsible for the administration of Medicaid, Medicare, and other health care programs.

CMS1500: The claim form used by DOM to file for services performed by most practitioners.

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CMS 2082: An annual report to CMS that is a required part of the Management and Administrative Reporting Subsystem (MARS).

CMP: Configuration Management Plan.

COINSURANCE: An arrangement by which an insurance plan, Medicare, Medicaid or other third party share the cost of medical expenses.

CONNECT: Creating Online NICU Networks to Educate, Consult and Team; A project to expand upon an electronic medical records-sharing initiative for high-risk infants and their families; develop portable personal electronic medical records for high-risk infants; use telemedicine technologies to enhance evidence and create Web-based decision support resources for physicians who care for infants.

CONTRACT: The written, signed agreement resulting from this RFP.

CONTRACT ADMINISTRATOR: State-employed staff person designated to coordinate and monitor the activities of the contract and to resolve questions and perform other functions as necessary to ensure the contract is appropriately administered.

COTS: Commercial Off-the-Shelf Software.

CPT: Common Procedural Terminology. A unique coding structure scheme for all medical procedures approved by the American Medical Association.

CROSSOVER CLAIM: A claim for services rendered to a beneficiary eligible for benefits under both Medicaid and Medicare programs. (Medicare benefits must be processed prior to Medicaid benefits.)

CSR: customer service request.

D

DDI: Refers to the Design, Development and Implementation activities of the contract.

DEDUCTIBLE: The amount of expense a beneficiary must pay before Medicare or another third party begins payment for covered services.

DENIED CLAIM: A claim for which no payment is made to the provider because the claim is for non-covered services, an ineligible provider or beneficiary, or is a duplicate of another transaction. A denied claim cannot be resubmitted except in cases of an error by the Fiscal Agent in denying the claim for payment.

DENTAL CLAIM: A claim filed for payment of dental services. A claim is filed: (1) for dental screening for children, (2) for one or more services given on a single day, or (3) upon completion of service for a condition. The claim is filed on the American Dental Association claim form or HIPAA-compliant electronic claim format.

DENTAL SERVICES: Dental services for adults are limited to emergency dental care to relieve pain and/or infection. Through the Early and Periodic Screening, Diagnostic and Treatment (EPSDT) program, children are eligible for dental screening services and services to treat dental defects found during the screening.

DHS: Department of Human Services.

DHHS: Department of Health and Human Services

DICOM: Digital Imaging and Communications in Medicine

DIP: Detailed Implementation Plan.


DME: Durable Medical Equipment.

DOM: Division of Medicaid.

DRUG FORMULARY: A listing of individual drugs, strengths and prices that are covered by the Mississippi Medicaid Program.

DSS/DW: Decision Support System/Data Warehouse.

DUPLICATE CLAIM: A claim that is either a total or partial duplicate of services previously paid. It is detected by comparing a new claim to processed claims history files.

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DUR: Drug Utilization Review.

E

eHISN: eHealth Information Support Network

eScript: Mississippi name for e-prescribing

EDI: Electronic Data Interchange.

EHR: Electronic Health Record.

ELECTRONIC HEALTH RECORD: A repository (collection) of information related to patient's health in electronic (computer) form.

ELIGIBILITY FILE: A file that contains pertinent data for each Medicaid eligible enrolled beneficiary in the Medicaid Program.

ESP: Encapsulating Security Payload.

EOM: End of Month.

EOMB: Explanation of Medicare or Medicaid Benefits. A notice issued to the provider of Medicaid-covered services that explains the payment or non-payment of a specific claim processed for a beneficiary.

EPRESCRIBING: Two way (electronic) communication between physicians and pharmacies involving new prescriptions, refill authorizations, change requests, cancel prescriptions, and prescription fill messages to track patient compliance.

EPSDT: Early and Periodic Screening, Diagnosis and Treatment.

EPSDT CLAIM: A claim filed for payment of EPSDT Services. A claim is filed: (1) for screening services; (2) for initiation of case management services; and (3) upon completion of case management services. The claim is filed on the CMS1500 form.

EPSDT SERVICES: Screening services, case management and continuing care services for children under 21 years of age, which are provided by a Medicaid provider approved as a screener. The services are reimbursed on a fee-for-service basis for private providers and on an encounter rate based on costs for clinic providers.

ESC: Electronic Submission of Claims is the transmitting of Medicaid claims electronically to the Fiscal Agent.

EXECUTIVE DIRECTOR OF DOM: The person responsible for administering the Medicaid Program in Mississippi.

F

FEDERAL MAXIMUM ALLOWABLE COST (FMAC): The maximum amount the CMS will allow for a specific drug; acts as an upper ceiling on State drug reimbursement but does not apply to all drugs.

FEIN: Federal Employer Identification Number.

FFP: Federal Financial Participation.

FIRM FIXED PRICE: A single price established by the awarding of this contract that is not subject to change or negotiation over the life of the contract.

FIRST DATABANK(FDB): The vendor that provides the commonly used drug file with updated pricing and clinical information which Medicaid systems use to support pharmacy POS processing, DUR and reporting.


FISCAL AGENT (FA): A Contractor that processes and audits provider claims for payment and performs other related functions, as required, as an agent of DOM.

FISCAL YEAR (FY): (Federal) - October 1 through September 30. (Mississippi) - July 1 through June 30.

FORMULARY: The list of drugs covered by the Medicaid Program.

FPW: Family Planning Waiver.

FQHC: Federally Qualified Health Centers.

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FTE: Full Time Equivalent.

FTP: File Transfer Protocol.

G

GAAP: Generally Accepted Accounting Principles.

GAAS: Generally Accepted Auditing Standards.

GAO: General Accounting Office.

GIS: Geographic Information System.

GSM: Gold Standard Multimedia.

H

HCBS: Home and Community-Based Services. HCBS includes waived services for the elderly, disabled, intellectually disabled/developmentally disabled, and physically handicapped.

HCFA: Health Care and Financing Administration.

HCPCS: HCFA Common Procedure Coding System. A coding system designed by HCFA (now CMS) that describes the physician and non-physician patient services covered by the Government's Medicaid and Medicare Programs. It is used primarily to report reimbursable services rendered to patients.

HIPAA: Health Insurance Portability and Accountability Act of 1996. A Federal law that includes requirements to protect patient privacy, protect security and data integrity of electronic medical records, to prescribe methods and formats for exchange of electronic medical information, and to uniformly identify providers.

HIE: Health Information Exchange.

HIT: Health Information Technology.

HL7: Health Level 7

HOME HEALTH CLAIM: A claim filed for payment of Home Health Services. A claim is filed: (1) for one or more services given on the same date; (2) upon completion of services for a treatment period; or (3) at the end of a calendar month. The claim is filed on a UB-04 claim form.

HOME HEALTH SERVICES: These are provided in a home setting by a licensed home health agency that participates in the Medicaid Program. Services include nurse visits, physical therapy, supplies, equipment, etc. Reimbursement for covered services is based on reasonable cost as determined by cost reports and applicable costs of supplies and equipment.

I

ICF/MR: Intermediate Care Facility for the Mentally Retarded.

ICF/MR CLAIM: A claim filed for payment of ICF/MR Services. A claim may be filed: (1) at the end of a calendar month; or (2) for the total period of confinement, if less than one month. The claim is filed on a UB-04 claim form.

ICF/MR SERVICES: Services provided in a licensed ICF/MR facility that participates in the Medicaid Program. The level of care is less than that received in a SNF. The per diem reimbursement is determined by cost report data.

ICD-9-CM: International Classification of Diseases, 9th Revision Clinical Modification.

ICD-10-CM: International Classification of Diseases, 10th Revision Clinical Modification.


ICN: Internal Control Number.

IDD: Interface Design Document.

IEEE: Institute of Electrical and Electronic Engineers.

INPATIENT CARE: Care provided to a patient while institutionalized in an acute care facility.

INPATIENT HOSPITAL CLAIM: A claim filed for payment of Inpatient Hospital Services. A Claim may be filed: (1) for the total period of hospitalization; or (2) at some point during the hospitalization. The claim is filed on a UB-04 claim form.

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INPATIENT HOSPITAL SERVICES: Services provided in a licensed hospital which participates in the Medicaid Program. The per diem reimbursement is determined by cost report data.

INSTITUTIONAL CARE: Medical care provided in a hospital or nursing home setting.

IPSec: Internet Protocol Security.

IQH: Information and Quality Healthcare

IRS: Internal Revenue Service.

ISDM: Information Systems Development Methodology.

ITF: Integrated Test Facility.

ITS: Mississippi Department of Information Technology Services

IV&V: Independent Verification and Validation. The verification and validation of a software product by an organization that is both technically and managerially separate from the organization responsible for developing the product.

J

JAC: Joint Application Configuration.

JAD: Joint Application Design. Interview sessions between the Contractor and the DOM users to ensure that the Contractor understands the current system functionality, State role, Contractor role and the system requirements for each business function.

K

This section has no entries.

L

LAW: Refers to constitutional provisions, statutes, common law, case law, administrative rules, regulations, and ordinances of the United States of America and the State of Mississippi.

LOINC: Logical Observation Identifiers Names and Codes.

LONG TERM CARE (LTC): Long Term Care is the personal care and other related services provided on an extended basis to people who need help with activities of daily living or who need supervision due to a severe cognitive impairment

LTCF: Long Term Care Facility.

M

MAC: Maximum Allowable Cost (refers to drug pricing).

MAO: Medical Assistance Only. An eligibility group that receives assistance for medical services but does not receive money payment assistance.

MCH: The Bureau of Maternal and Child Health is responsible for the operation of all programs offering services to pregnant women and children, including EPSDT and the Perinatal High Risk Management Program (PHRM).

MEDICAID: The joint Federal and State medical assistance program that is described in Title XIX of the Social Security Act.

MEDICAID REGIONAL OFFICES: Offices located across the State that are designated locations to enroll MAO beneficiaries in the Medicaid Program.

MEDICARE: The Federal medical assistance program that is described in Title XVIII of the Social Security Act.

MEDICARE CROSSOVER CLAIM: See "Crossover Claim."

MEDS: Medicaid Eligibility Determination System.


MEDSX: Medicaid Eligibility Determination System Cross-reference

MEHRS: Medicaid Electronic Health Record System

MITA: Medicaid Information Technology Architecture.

MMIS: Medicaid Management Information System.

MPI: Master Patient Index references all patients relating to an area or organization and acting as a source of patient /service user demographic data for other linked services and systems.

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MIGMH: Mississippi Institute for the Improvement of Geographic Minority Health

MSCHIE: Mississippi Health Information Exchange

MYPAC: Mississippi Youth Programs Around The Clock is a 1915(c) waiver under a demonstration grant.

N

NCPDP: National Council for Prescription Drug Programs. NCPDP version 5.1 is the current electronically accepted drug claim format.

NDC: National Drug Code.

NET: Non-Emergency Transportation. The Non-Emergency Transportation broker is responsible for ensuring the availability of non-emergency transportation to Medicaid eligible persons who do not have access to transportation to medically necessary care.

NHIN: National Health Information Network

NPF: National Provider File.

NPI: National Provider Identifier as required by HIPAA.

NDF-RT: National Drug File-Reference Terminology.

NURSING FACILITY SERVICES: Services provided in a licensed facility that participates in the Medicaid program. The per diem reimbursement is determined by cost report data and the level of care provided by the facility case mix average score derived through the submission of resident assessments received from the nursing facilities electronically in a separate subsystem.

O

OIG: Office of Inspector General.

OPERATIONAL PHASE: The period of the contract that pertains to the day-to-day maintenance and operations of the system and other functions as required.

OUTPATIENT CARE: Care provided to a patient in a non-institutionalized setting, such as a hospital outpatient clinic, emergency room or community health clinic.

OUTPATIENT HOSPITAL CLAIM: A claim filed for payment of Outpatient Hospital Services. A claim is filed: (1) for one or more services given on the same date; (2) upon completion of services for a treatment period; or (3) at the end of a calendar month. The claim is filed on a UB-04 claim form.

OUTPATIENT HOSPITAL SERVICES: Services provided in a hospital emergency room or outpatient facility by a licensed hospital participating in the Medicaid program.

P

PAID CLAIM: A claim that has resulted in the provider being reimbursed for some dollar amount. The amount may be less than the amount which the provider billed DOM.

PAYMENT CYCLE: A cycle from the adjudication of claims that results in payments to providers.

PBM: Pharmacy Benefits Manager

PCCM: Primary Care Case Management program.

PCP: Primary Care Provider.

PDA: Personal Data Assistant

PDL: Preferred Drug List.

PENDING CLAIM: A claim that is in the process of adjudication.

PHARMACY SERVICES: The dispensing of drugs listed on the Medicaid Formulary. The reimbursement is based on the Average Wholesale Price of the drug ingredient less 10 percent plus a dispensing fee.

PHARMACY CLAIM: A Claim for Pharmacy services.

PHARMACEUTICAL SERVICES: Claims for pharmaceutical services that represent a request for payment for a single covered legend or non-legend drug (either original prescription or refill,

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but not both on the same day), supplied by one provider to one beneficiary on any given day. Each request constitutes a claim even as multiple prescriptions are billed on a document.

PHI: Protected Health Information.

PHRM: Perinatal High Risk Management Program.

PHYSICIAN CLAIM: A claim filed for payment of Physician Services. A claim is filed: (1) for one or more services given on the same date, or (2) upon completion of services for a treatment. The claim is filed on CMS1500 form.

PHYSICIAN SERVICES: Services provided by a licensed physician. Services include physician visits, laboratory and X-ray services, family planning, etc. Also included are professional services performed, certain optometry services, and eyeglasses as prescribed by a physician skilled in diseases of the eye or by an optometrist.

PIN: Personal Identification Number

PIX: Private Internet eXchange.

PMBOK: Project Management Body of Knowledge Guide®.

PMPM: Per Member Per Month.

PMO: Project Management Office.

PMP: Project Management Plan.

POS: Point of Sale.

POS/EVS: Point of Sale/ Eligibility Verification System.

PRIOR APPROVAL: An authorization granted by the State agency to a provider to render a given service to a specific beneficiary.

Pro-DUR: Prospective Drug Utilization Review.

PRTF: Psychiatric Residential Treatment Facility.

PSCPR: Personal Service Contract Procurement Regulations.

PSCRB: Personal Services Contract Review Board. The Personal Service Contract Procurement Regulations promulgated by the Personal Services Contract Review Board govern this procurement.

Q

QI: Quality Indicators

QMB: Qualified Medicare Beneficiary. An eligible beneficiary whose income is under 100 percent of the Federal Poverty level (FPL).

R

RECIPIENT: An individual eligible for medical assistance in accordance with a state's Medicaid Program and who has been certified as eligible by the appropriate agency and has received services. This term is used interchangeably with beneficiary for the purposes of this RFP.

REHF: Recipient Eligibility History File.

RFP: Request for Proposals.

RHIO: Regional Health Information Organization.

RLS: Record Locator Service holds information authorized by the patient about where authorized information can be found, but not the actual information the records may contain, enabling a separation, for reasons of security, privacy, and the preservation of the autonomy of the participating entities, of the function of locating authorized records from the function of transferring them to authorized users.

RURAL HEALTH CLINIC CLAIM: A claim filed for payment of Rural Health Clinic Services.

RURAL HEALTH CLINIC SERVICES: Services provided in a rural health clinic that participates in the Medicaid program. The services are reimbursed on an encounter rate based on costs.

S

SAN: Storage Area Network.

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SDD: Solutions Design Document.

SOW: Scope of Work.

SERVICE: A covered medical benefit under the Medicaid Program performed by a provider for a beneficiary, usually indicated by a service or treatment code.

SINGLE STATE AGENCY: The department of a State that is legally authorized and responsible for the statewide administration of the State's plan for medical assistance. In Mississippi, this is the Division of Medicaid, Office of the Governor.

SKILLED NURSING FACILITY SERVICES: Skilled nursing facility services are rendered in an institution to the beneficiary. The claim represents the total period of confinement, if the confinement is less than one month in duration. If the confinement is longer than one calendar month in duration, a claim may be filed each calendar month.

SLA: service level agreement.

SLMB: Beneficiaries that are Specified Low-Income Medicare Beneficiaries who are eligible only for payment of their Medicare Part B premiums and whose income does not exceed 120 percent of FPL.

SNF: Skilled Nursing Facility.

SNF CLAIM: A claim filed for payment of SNF Services. The claim is filed on a UB-04 claim form.

SNOMED CT: Systematized Nomenclature of Medicine--Clinical Terms

SSA: Social Security Agency.

SSN: Social Security Number.

SSI: Supplemental Security Income.

SSL: Secure socket Layer.

SUSPENDED CLAIM: A claim that is taken from the processing flow for additional information, correction or review.

T

TANF: Temporary Assistance for Needy Families.

TBI: Traumatic Brain Injury

TPL: Third Party Liability. A situation in which an individual, institution, corporation, or public or private agency is liable to pay all or part of the medical costs of injury, disease or disability for a Medicaid beneficiary.

TITLE IV-D: Child and medical support services.

TITLE IV-E: Title of the Federal Social Security Act that authorizes financial assistance for foster children and for families receiving adoption assistance.

TITLE VI: Civil Rights.

TITLE XIX: The provisions of Title XIX of the Social Security Act, including any amendments thereto authorizing the Medicaid Program.

U

UAT: User Acceptance Test.

UB-92: The Uniform Bill 92 is the claim form used by hospitals to bill inpatient, outpatient and swing-bed services to the Medicaid Program (Version 1992).


UB-04: The Uniform Bill 04 is the claim form used by hospitals to bill inpatient, outpatient and swing-bed services to the Medicaid Program (Version 2004).

UNII: Unique Ingredient Identifier.

UM/QIO: Utilization Management and Quality Improvement Organization (formerly known as PRO).

UPIN: Universal Provider Identification Number.

UPS: Uninterruptible Power Sources.

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USE CASE: Identifies, clarifies, and organizes system requirements, made up of a set of possible sequences of interactions between systems and users in a particular environment and related to a particular goal.

V

VPN: Virtual Private Network

W

WBS: Work Breakdown Structure.

WHOLESALE CHANGES: Mass changes performed by computer program that detail how to process need standards and income increases for the designated group of beneficiaries covered by Medicaid.

Working Disabled (WD): Medical Assistance Only beneficiaries whose income is below 250 percent of the FPL.

X

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Y

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Z

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