REQUEST FOR PROPOSAL (RFP) ADDENDUM

Addendum No.: 2 Date of Addendum: December 12, 2011

Due Date, Time: January 5, 2012, 12:00 CST Revised Date, Time: December 12, 2011, 11:00 a.m.

Agency: Minnesota Department of Health

Title: Minnesota Statewide Shared Health Information Exchange Services, Core Health Information Exchange Services, and Performance-Based Connectivity Incentives for Health Information Exchange

SCOPE OF ADDENDUM

The State has received questions relating to the Minnesota Statewide Health Information Exchange Services, Core Health Information Exchange Services, and Performance-Based Connectivity Incentives for Health Information Exchange RFP. Responses to the questions are as follows, starting on page 2.

This addendum shall become part of the RFP and may be returned with, or acknowledged in, the response to the RFP.

RESPONDER NAME:
SIGNATURE:
TITLE:
DATE:

Minnesota Statewide Shared Health Information Exchange Services, Core Health Information Exchange Services, and Performance-Based Connectivity Incentives for Health Information Exchange RFP Addendum #2

#	RFP Part	Question	Response
1	A	Are the responses to the MDH RFI on HIE submitted in July publicly available? If so, where might we get access to them?	No, RFI responses are still considered not public at this time.
2	A	What kind of organizational model is MDH expecting for the Part A Statewide Shared Services Collaborative? Is this a volunteer-led committee of stakeholders with no legal organization required? Or is it a more formalized legal entity, such as a 501(c)3, with associated legal status, bylaws, ongoing operational expenses/staff, etc.? And is there an expectation that the structure may evolve over time, wherein there may be not be a legal organization formed for the first two years, but that the collaborative determines whether or not a legal organization needs to be formed as part of its two-year assignment?	Responders for Part A may propose a range of approaches for forming the Statewide Shared Services Collaborative during the contract period. Ultimately, the governance structure developed during the contract period must get incorporated into the governance structure of the Part B contractor after the contract period ends. However, the Statewide Shared Services Collaborative may determine during the contract period the best solution for long-term governance, including how it should be incorporated into the governance structure for the Part B contractor.
3	A	Do you see the role of the Part A Organization as effectively the leader of the collaborative, clearly responsible for leading the stakeholders to consensus and ensuring that all voices are heard, but is ultimately responsible for the work product, giving it some decision-making authority (and possibly tie-breaking power)? Or is the Part A Organization a staff-level position, organizing the stakeholders into a decision-making body, but only holding an ex officio, non-voting role in the collaborative?	It is up to Responders for Part A to recommend a governance process that will lead to consensus among the stakeholders in the Statewide Shared Services Collaborative, while remaining a neutral third party. Ultimately, the Contractor funded for Part A is responsible for final deliverables, but MDH expects that all stakeholders involved in the Statewide Shared Services Collaborative fully participate to reach consensus for each of the major contract deliverables.
4	A	Describe your vision for how decisions would be made in the Part A Statewide Shared Services Collaborative. Would voting be part of the governance? And if so, do you see unanimous consent as a requirement of the Collaborative?	It is up to Responders for Part A to recommend a governance process that will lead to consensus among the stakeholders in the Statewide Shared Services Collaborative, while remaining a neutral third party. The short-term governance plan developed by the contract should address how decisions will be made, and it is MDH's expectation that all of the Statewide Shared

#	RFP Part	Question	Response
			Services Collaborative participate in the development of the short-term governance plan and any subsequent updates to that plan.
5	A	To what extent will the members of the Statewide Shared Services Collaborative (established during the Part A period of performance) be accountable for decisions made over time? Will their service terminate at the end of the Part A performance period?	During the contract period, the short-term governance plan and any subsequent updates should address accountability issues pertaining to the Statewide Shared Services Collaborative members. In addition, MDH contracts with Part B and C contractors will address their role in accountability toward the Statewide Shared Services during the contract period. MDH expects that the long-term governance plan developed for Part A will address governance process after the contract period ends.
6	A	How will the decisions made by the Part A Statewide Shared Services Collaborative be implemented (and/or enforced) over time?	During the contract period, the short-term governance plan and any subsequent updates should address how decisions made by the Part A Statewide Shared Services Collaborative be implemented and enforced over time. In addition, MDH contracts with Part B and C contractors will address their role in implementation of the Statewide Shared Services during the contract period. MDH expects that the long-term governance plan developed for Part A will address governance process after the contract period ends.
7	A	Will the work of the Part A Statewide Shared Services Collaborative be considered final and binding? Or will their work product be presented as recommendations to be reviewed by another entity as candidate implementation recommendations (and if so, what is that entity)?	MDH hopes that the deliverables developed by the Part A Statewide Shared Services Collaborative be final; however, ultimately MDH has the authority to sign-off on all contract deliverables. As needed, the State Government Health Information Exchange Steering Committee will make any final decisions regarding contract deliverable approval. It is expected that only in rare circumstances MDH would use its authority to significantly alter the final deliverables submitted by the Part A Statewide Shared Services Collaborative. To mitigate the risks associated with MDH sign-off, it will be important to include MDH and State Government Health Information Exchange Steering Committee members in the Statewide Shared Services Collaborative.
8	A	Please describe the relationship between the Part A Statewide Shared Services Collaborative and the existing HIE Oversight committee/process.	The Part A Statewide Shared Services Collaborative has no relationship to the existing HIE Oversight Review Panel, with the exception of that the HIE Oversight Review Panel is responsible for making recommendations to the Commissioner of Health on entities to be certified in the state as State-Certified Health Information Exchange Service Providers, which is a requirement of the entity receiving the contract for Parts B and C.
9	A	Developing a list of stakeholders, including names of identified	Responders for Part A should submit their proposed membership by the response due date of January 5,

#	RFP Part	Question	Response
		individuals as required in the Part A response, may require extensive outreach in a very short amount of time during December to arrive at the desired list of names that can be committed in a public proposal. Please confirm the requirement to submit the list of named personnel that will represent the stakeholders as part of the response by 01/05/12.	2012. However, MDH does not expect that the proposed members have committed to participating as MDH understands that this membership will be somewhat dependent on which entities receive the contracts for Parts B and C.
10	A	Can a Part A responder proactively work with existing certified HIOs and HDIs on its Part A response? To the extent that the Part A response a) requires names and organizations of key stakeholders (which includes the HIOs and HDIs) and b) requires description of the proposed governance model approach (which would involve the HIOs and HDIs to a major degree). The option to collaborate on the response could result in a more complete proposal.	It is critical that Part A responders remain a neutral third party among State-Certified Health Information Exchange Service Providers. While some contact with State-Certified Health Information Exchange Service Providers may be appropriate, it is critical that State-Certified Health Information Exchange Service Providers do not become collaborators on proposals for Part A which may result in disqualification of that proposal for Part A.
11	B	The overview of Part B includes the following statement: "In the event that contractor fails to meet project timelines (e.g. not as a result of Part A delays or MDH response) a 1:3 funding match could be required on September 30, 2012". The term "fails to meet project timelines" is very broad. Could MDH provide some clarity as to which project timeline failures will result in a change to the funding match? Can MDH exercise its right to increase the funding match for the late delivery of a monthly report? Will the MDH allow the contractor a cure period before requiring the increased funding match?	MDH does not anticipate escalating match requirements for minor deviations in deliverables or timeline (e.g., submission of a report); however, significant delays in implementation of the Statewide Shared Services or Core Health Information Exchange Services could result in escalating match requirements. MDH acknowledges that significant delays as a result of the Part A contractor would not be a condition for requiring additional match requirements by the Part B contractor. Additional clarity will be addressed in the contract with the Part B entity and negotiated upon contract award.
12	A/B	If the solution provider from Part B does not agree with vendor from Part A on the architectural schema how does that resolve itself?	The Contractor funded for Part A must take into consideration of the existing architecture of Part B and the scalability of that architecture as well as receive sign-off by Part B on the specifications deliverable.
13	B	Does the State expect that the selected vendor would supply a CCHIT-certified Meaningful Use EHR	No, EHRs or EHR-light products are out of scope of this RFP.

#	RFP Part	Question	Response
		to those providers without such? If so, is this expected to be done under the same pricing constraints and budget specified in the RFP?	
14	B	Can you define existing gaps in the Statewide HIE infrastructure as referenced: "Separate from the Statewide Shared Services Collaborative, the Contractor selected for Part B of this RFP will also develop, expand, and market core health information exchange services that fill existing gaps in the HIE marketplace and support Minnesota health care providers and hospitals in achieving meaningful use."	The current HIE gaps identified and addressed by the RFP are addressed on pages 38-39 of the RFP, including: • Statewide secure web-based portal to send/receive push messages • Statewide secure web-based portal to query (pull) clinical information • Laboratory services.
15	B	These sections describe the requirement to incorporate the Minnesota Information Technology Accessibility Standards which is a pass/fail requirement. 1. Please clarify when a vendor will not "pass" this requirement. For example, if they don't currently meet all the requirements but have a product roadmap which incorporates the requirements will this be acceptable? 2. Please clarify when the vendor must be compliant. For example, must all of the requirements be met with the initial implementation of a solution?	This requirement is addressed in a couple of ways in the RFP. The Pass/Fail requirement is regarding the Responders <u>willingness to</u> incorporate the accessibility standards into the Statewide Shared Services solution to the extent that accessible solutions are available in the market. The second method for addressing accessibility in the RFP is to provide a total of 5 points to assess the extent to which the Responder's current and proposed technology solution <u>incorporates</u> the Minnesota Information Technology Accessibility Standards. For more custom-developed solutions, there is an increased likelihood of being able to meet all of the accessibility requirements. Compliance with the accessibility requirements will be addressed in the contract and contract negotiation, but some reasonable flexibility will be allowed based on how robust the health information exchange market is in regards to accessibility.
16	A/B	The RFP references often that the select vendor must be able to "support" services such as e-mail to e-mail, and EHR to e-mail communications. Has the State pre-determined what if any consequences will follow should in this specific case the EHR not be able to support selected vendor services? Or, in the case of RLS services, what should occur should the queried end site be unable to return a query?	In regard to supporting services such as e-mail to e-mail and EHR to e-mail communications, the specifications developed for the Statewide Shared Services should be sufficient to address these modes of communications. In the case of RLS services, the intent is to enable queries across State-Certified Health Information Exchange Service Providers. The actual connectivity to Statewide Shared Services by Minnesota health care providers is addressed separately through Part C of the RFP and the e-Health Connectivity Grant Program for Health Information Exchange and is out of scope for Parts A and B of the RFP.
17	A/B	Based on the requirement for Part B	MDH anticipates that time requirements will vary at

#	RFP Part	Question	Response
		responders to participate in Governance Mechanism and Sustainability Plan for Statewide Shared Services (Part A), does the state have any estimate of time this effort of participation will entail?	different time periods of the contract. The involvement of the Part B Contractor in the Statewide Shared Services Collaborative is integral to the success for both Parts A and B; therefore, the Part B Contractor should plan accordingly to have a significant portion of at least one staff person dedicated to the Statewide Shared Services Collaborative, particularly in the early stage of governance development, specifications development, policy making, and sustainability planning.
18	B	How does the State envision the billing and collections for this: "Establish short-term pricing structure for access to existing entity level provider directory. Subscription rates for short-term access to directory solution must be nominal. Subscriptions for short-term directory access must be offered as a stand-alone service..." For example, will MDH be responsible for generating invoices and doing the related follow-up and collection?	The Contractor for Part B is responsible for offering subscription rates and subsequent billing activities, both during the contract as well as after the contract period ends.
19	General	What is the opt in-opt out patient policy for the State?	The Minnesota Health Records Act, Minn. Stat. section 144.293, establishes the Minnesota consent requirements for the release or disclosure of patient health information. Subdivision 8 of this statute establishes the consent requirements that must be followed before a provider can access patient identifying information or obtain health information through a record locator service (RLS). Minnesota has a hybrid model regarding consent to populate and access records through an RLS. For a complete understanding of the consent requirements, please read Minn. Stat. section 144.293. • Opt-out for populating an RLS. Minn. Stat. section 144.293 subd. 8 allows a provider or group purchaser to release patient identifying information and information about the location of a patient's health information to an RLS without the consent of the patient, unless the patient has elected to be excluded from the RLS. The statute requires, however, that a provider or an entity operating an RLS provide a mechanism by which patients may exclude their identifying information and information about the location of their health information from the RLS. At a minimum, a consent form that permits

#	RFP Part	Question	Response
			a provider to access an RLS must include a conspicuous check-box option that allows a patient to exclude all of the patient's information from the RLS. • Opt-in for access to patient information through an RLS. Under Minnesota law, only a provider may have access to patient identifying information in an RLS. Except in the case of a medical emergency, a provider participating in a health information exchange using an RLS must obtain a patient's specific consent to access the RLS to view patient identifying information and information about the location of the patient's health records. The patient must also give specific consent for the provider to access his or her patient health information identified through the RLS, even for treatment, payment or health care operations.
20	B	Does MDH already have a Master Patient Index (MPI)? Will the successful Part B vendor be expected to interface with it or provide an MPI?	No, MDH does not currently have a Master Patient Index. If the Part B Contractor needs to submit data to MDH, that data will likely interact with an MPI that MDH creates in the future, but the Part B contractor would not need to interface with the MPI directly other than by using the submission protocol required by MDH. To the extent that the Part B vendor needs to know who the patient is in order to find the correct records, rather than just transporting information from one place to another by request, then they will need their own MPI or something equivalent that allows them to aggregate information around an identifier.
21	B	Please confirm that the Part B vendor has only 2 months to develop the long term solution based on currently unknown requirements.	For the long-term Statewide Shared Services, the specifications are due 9 months after contract execution. Pilots and testing of the long-term solution must be completed 2 months after that (after sign-off by MDH, 11 months after contract execution) with full implementation due 14 months after contract execution. It is essential that full implementation of the Statewide Shared Services meet its deliverable at 14 months. If Responders do not feel that 2 months is reasonable for testing and piloting is reasonable to accomplish in that timeframe, they may propose an alternate timeline in their proposal.
22	B	Would the State expect the selected Part B vendor to be reimbursed for "Participating in pilot projects with other states' HIE Service Providers to advance interstate HIE, related to connections to enable access to RLS	The funding being provided by the State Health Information Exchange requires a focus on both intrastate and interstate health information exchange. As such, the Part B Contractor may be reimbursed as part of their Contract with MDH; or alternatively, Part B's contractor's participation in pilot projects with other

#	RFP Part	Question	Response
		directories of border and high frequency trading states"? If so, how should that pricing be included?	states may be part of their funding match commitment.
23	B	Does MDH expect that the selected vendor enable "ordering" functionality or simply provide the feature that could be enabled at additional cost?	As stated on page 38, the Statewide Secure Web-based Portal to Send/Receive Push Messages should provide the functionality to send/receive electronic orders for lab tests. In regard to Laboratory Services described on pages 38-39, ordering functionality is not specifically called out as a required function but may be included in the Responder's proposal if they feel there is value in the combined functionality.
24	A/B	The duration of the contract is a total of 24 months. Are there any option years in this procurement? With regard to sustainability how is the state planning to sustain the HIE solution if the vendor is only obligated to the Funding Match requirement for the first two years?	Currently, the state funding ends in February of 2014. As described in the RFP, Contractor A will be responsible for the Long-Term Sustainability Plan which Contractor for Part B is ultimately responsible for sustaining. A revenue structure may be included in the Long-Term Sustainability Plan. The Long-Term Sustainability plan should also address how future revenue models should be developed by the Shared Services Collaborative after the contract ends. Responders for Part B should pay particular attention to contract language for Part B in the RFP, specifically the sections on Intellectual Property Rights (12) and Escrow (13). These are modifications from the standard State Contract.
25	B/C	If the state receives no response accepting the Funding Match requirement will the state cancel the procurement or evaluate and choose a responder based on the remaining criteria?	Responders must accept the funding match requirement in order to meet the minimum criteria and to have their proposal be reviewed. In the event that MDH received no proposals for Part B that meet the minimum criteria, MDH will evaluate the procurement options at that time.
26	General	How would you envision a "stand alone" hospital joining the HIE should they not be affiliated with an existing HIE?	It is up to State-Certified Health Information Exchange Service Providers to determine the process and fee structure for health care provider participation in health information exchange as allowed by Minnesota's Health Information Exchange Oversight law. More information on Minnesota's Health Information Exchange Oversight Law can be found at: http://www.health.state.mn.us/divs/hpsc/ohit/hieoversight.html.
27	General	Are there data sharing agreements in place with existing entities?	Currently, data sharing agreements exist between State-Certified Health Information Exchange Service Providers and their Participating Entities. In addition, State-Certified Health Information Exchange Service Providers have reciprocal agreements as required by Minnesota's Health Information Exchange Oversight Law. See: http://www.health.state.mn.us/divs/hpsc/ohit/hieoversight.html.

#	RFP Part	Question	Response
28	General	How many hospitals currently are not part of a HIE?	The majority of Minnesota hospitals are not currently connected to a State-Certified Health Information Exchange Service Provider. The exact number is unknown at this time.
29	General	How many physicians would require connectivity to the NwHIN?	There are approximately 15,000 practicing physicians in Minnesota.
30	General	MN has a NwHIN Direct service provider in place. How does the State envision perhaps having two vendors performing the same service?	Minnesota's market based approach to health information exchange allows for multiple Health Information Exchange Service Providers, provided that they are complying with the requirements in Minnesota's Health Information Exchange Oversight Law (see: http://www.health.state.mn.us/divs/hpsc/ohit/hieoversight.html).
31	General	What happened to the Covisint solution the state previously was using?	The Minnesota Health Information Exchange (MN HIE) Health Information Organization formally combined with the Community Health Information Collaborative Health Information Organization in 2011.
32	General	Are the costs for Hosting and Maintaining the infrastructure included in the pricing structure? Can any or all of this cost be considered as matching funds?	Costs for hosting and maintaining the infrastructure may be provided by the contract funds; in addition, those costs may be considered matching funds.
33	General	What percentage of the total ONC grant funds are available and what percentage are being used for this effort?	The RFP comprises approximately 37% of the total award by ONC ($9,622,000).
34	General	Were there any outside parties involved in the preparation of this RFP via either a consulting engagement or review of this RFP prior to its release? If so can you provide the names and contacts of those firms and will they be precluded from responding?	A member of the Office of the National Coordinator for Health Information Technology (ONC) Technical Assistance Team was involved in reviewing this RFP prior to its release. They are precluded from disclosing information about the RFP or responding to the RFP.