RFP Questions and Clarifications Memorandum

To: Vendors Responding to RFP Number 4243 for the Mississippi Division of Medicaid (DOM)

From: David C. Johnson

Date: April 18, 2023

Subject: Responses to Questions Submitted and Clarifications to Specifications

Contact Name: Khelli Reed

Contact Phone Number: 601-432-8194

Contact E-mail Address: Khelli.Reed@its.ms.gov

RFP Number 4243 is hereby amended as follows:

1. **Title page, INVITATION is modified as follows:**

   INVITATION: Proposals, subject to the attached conditions, will be received at this office until ~~January 6~~ **May 30, 2023 @ 3:00 p.m.** Central Time for the acquisition of the products/services described below for Mississippi Division of Medicaid.

2. **Title page, third box is modified as follows:**

PROPOSAL, SUBMITTED IN RESPONSE TO RFP NO. 4243 DUE ~~January 6~~ May 30, 2023 @ 3:00 p.m., ATTENTION: Khelli Reed

3. **RFP, Section IV: Legal and Contractual Information, Item Number 7.2 is being modified to read:**

   Any provisions disclaiming implied warranties shall be null and void. ~~See Mississippi Code Annotated Sections 11-7-18 and 75-2-719(4).~~ The Vendor shall not disclaim the implied warranties of merchantability and fitness for a particular purpose.

4. **RFP, Section VII: Technical Specifications, Item 3 Project Schedule is amended as follows:**

Task	Date
Deadline for Questions Answered and Posted to ITS Web Site	~~11/18/22~~04/18/23
Open Proposals	~~01/06/23~~ 05/30/23
Evaluation of Proposals	~~01/06/2023~~ 05/30/23

ITS Board Presentation	~~02/16/23~~ 07/20/23
Contraction Negotiation	~~February~~July-August 2023
CMS Approval	~~April~~August – September 2023
Proposed Project Implementation Start-up	~~05/01/23~~ 12/01/23
Proposed Go-Live Deadline	~~12/04/23~~ 03/03/25

5.   RFP, Section VII: Technical Specifications, Item Number 4.1.5.3 has been modified to read:

ITS scores the non-cost categories on a 10-point scale, with 9 points for meeting the requirement. The 'Meets Specs' score for each category is 90% of the total points allocated for that category. For example, the Functional/Technical Requirements category was allocated 35 points; a proposal that fully met all requirements in that section would have scored ~~9~~ 31.5 points. The additional 10% is used for a proposal that exceeds the requirement for an item in a way that provides additional benefits to the state.

6.   RFP, Exhibit A: Standard Contract, Article 1.7 is being modified to read:

"Initial Term" means the five (5) years after acceptance of implementation services ~~term of Services~~ as indicated in Article 2.

7.   RFP, Exhibit A: Standard Contract, Article 1.13 is being added:

"Developed Works" means all software or modifications thereof and associated documentation that: i) has been specifically identified and requested by DOM to be designed, developed, or installed pursuant to DOM's specifications; ii) has not been developed by Licensor for use by some or all of Licensor's other customers; iii) has been paid for in part or in whole by the State of Mississippi or with Federal Financial Participation ; and iv) is not previously developed proprietary operating/vendor software packages that are being licensed to the state pursuant to the Agreement.

8.   RFP, Exhibit A: Standard Contract, Article 2.1 is being modified to read:

Unless this Agreement is extended by mutual agreement or terminated as prescribed elsewhere herein, this Agreement shall begin on the date it is signed by all parties and shall continue in effect for five (5) years ~~thereafter~~ after acceptance of implementation services ("Initial Term"). At the end of the Initial Term, the Agreement may, upon the written agreement of the parties, be renewed under the same terms and conditions for ~~an~~ additional terms, the length of which will be agreed upon by the parties. One hundred and eighty (180) days prior to the expiration of the Initial Term or any renewal term of this Agreement, Licensor shall notify DOM and ITS of the impending expiration and DOM shall have sixty (60) days in which to notify Licensor of its intention to either renew or cancel the Agreement.

9.   RFP, Exhibit A: Standard Contract, Article 4.8 is being added:

Licensor acknowledges and hereby agrees that State and Federal government ownership rights to any software or modifications thereof (thereby constituting Developed Works) and associated documentation designed, developed, or installed under this Agreement with Federal Financial Participation (FFP) shall be subject to the requirements with 45 C.F.R. § 96.617(a), (b), and (c).

10. RFP, Exhibit A: Standard Contract, Article 9.3 is being modified to read:

Licensor shall maintain a FedRAMP moderate hosting environment and ensure that any cloud service provider services are also FedRAMP moderate compliant during the life of the contract. ~~that undergoes examinations from an independent auditor in accordance with the American Institute of Certified Public Accounts SSAE 16 (i.e. SOC 1) and the AICPA Trust Services Principles Section 100a, Trust Services for Security, Availability, Processing Integrity, Confidentiality and Privacy (i.e. SOC 2).~~ Licensor's private cloud shall be evaluated for the principles of Security, Availability and Confidentiality by the independent auditor. The data center in which Licensor's private cloud is located shall undergo pertinent security examinations. Management access to Licensor's private cloud shall be limited to Licensor's authorized support staff and DOM's authorized staff. The Applications shall provide DOM with the ability to configure application security and logical access per DOM's business processes. In the event DOM identifies a security issue, DOM will notify Licensor.

11. RFP, Exhibit A: Standard Contract, Article 9.4 is being modified to read:

At a minimum, Licensor's safeguards for the protection of PHI and PII shall include: (i) limiting access of PHI and PII to authorized employees; (ii) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting PII and PHI stored on any mobile media; (vii) encrypting PII and PHI transmitted over public or wireless networks; (viii) strictly segregating PII and PHI from information of Licensor or its other customers so that PII and PHI is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (x) providing appropriate privacy and information security training to Licensor's employees. Any access granted to the solution once the solution is populated with PII or PHI may only be granted to individuals that are US Persons, as defined under 22 CFR part 120.15. Any and all subcontractors shall adhere to the aforementioned protection and encryption (in transit and at rest) of PHI and PII, as well as follow the stated breach policy.

12. RFP, Exhibit A: Standard Contract, Article 9.8 is being modified to read:

It is understood and agreed that at least once per year, Licensor shall conduct site audits of the information technology and information security controls for all facilities used in complying with its obligations under this Agreement, including but not limited to, obtaining a network-level vulnerability assessments, MARS-E (or ARC-AMPE) Security Assessments Reports performed by a recognized third-party audit firm as defined by CMS Streamlined Modular Certification ~~based on the recognized industry best practices~~. Licensor shall make the full un-redacted reports and artifacts ~~reports~~ available to DOM for review on demand. Any exceptions noted on the Security Assessment Reports ~~Statement on Standards for Attestation Engagements (SSAE) report~~ or other audit reports will be promptly addressed with the development and implementation of a Plan of Actions and Milestone Report ~~corrective action plan~~ by Licensor's management and resolved, at Licensor's sole expense, within thirty (30) calendar days of the audit.

13. RFP, Exhibit A: Standard Contract, Article 9.9 is being added:

The solution implemented shall maintain MARS-E (or ARC-AMPE) compliance with the current version published by CMS. Upon any update to the MARS-E or ARC-AMPE guidance, the licensor shall perform a gap analysis of security and privacy controls. The licensor and the solution shall be compliant with the newest version of MARS-E or ARC-AMPE standard within 365 days of the publication by CMS. MARS-E is the Minimum Acceptable Risk Standards for Exchanges is the Centers for Medicare & Medicaid Services (CMS) in accordance with CMS information security and privacy programs. ARC-AMPE is the Acceptable Risk Controls for ACA, Medicaid, and Partner Entities that will replace MARS-E when published.

14. RFP, Exhibit A: Standard Contract, Article 41.2 is being modified to read:

Licensor shall also provide unlimited email ~~and toll-free telephone technical~~ support in the operation of the Applications and Service from 6:00 a.m. through 6:00 p.m. CST, Monday through Friday ~~twenty-four (24) hours a day, seven (7) days a week~~. Licensor shall respond by telephone within one (1) hour to requests for support services. Licensee shall be given priority placement in the support queue for all system locking situations or problems claimed by Licensee to be a mission critical process. Upon receipt of Licensee's call, Licensor will (a) create an error report, (b) assign a severity level and (c) attempt to resolve the problem in accordance with the procedures and processes for problem resolution detailed in Exhibit B Liquidated Damages and Performance Standards below.

15. RFP, Exhibit A: Standard Contract, Article 44.3 is being modified to read:

With respect to any change orders issued in accordance with this Article, the Licensor shall be compensated for work performed under a change order according to the hourly change order rate of specified in the attached Exhibit A. If there is a service that is not defined in the change order rate, the Licensor and the State will negotiate the rate. The Licensor agrees that this change order rate shall be a "fully loaded" rate, that is, it includes the cost of all materials, travel expenses, per diem, and all other expenses and incidentals incurred by the Licensor in the performance of the change order. The Licensor shall invoice the Licensee upon acceptance by the Licensee of all work documented in the change order, and the Licensee shall pay invoice amounts on the terms set forth in this Agreement. The Contractor acknowledges and agrees that the fully-loaded change order hourly rates in Exhibit A must remain valid for the duration of the Agreement, with annual increases not to exceed the lesser of a five percent increase or an increase in the consumer price index, all Urban Consumer U.S. City Average (C.P.1.-U).

16. RFP, Exhibit A: Standard Contract, Article 46 is being modified to read:

To secure the Licensor's performance under this Agreement, the Licensor agrees the Licensee shall hold back as retainage ~~twenty~~ ten percent (~~20~~10%) of each amount payable under this Agreement. The retainage amount will continue to be held until final acceptance of the deliverables by the Licensee.

17. RFP, Exhibit A: Standard Contract, Article 48 is being modified to read:

As a condition precedent to the formation of this Agreement, the Licensor must provide a performance bond as herein described. To secure the Licensor's performance, the Licensor shall procure, submit to the State with this executed Agreement, and maintain in effect at all times during the course of this Agreement a performance bond in the total amount of this Agreement. The bond shall be accompanied by a duly authenticated or certified document evidencing that the person executing the bond is a licensed Mississippi

agent for the bonding company. This certified document shall identify the name and address of the person or entity holding the performance bond and shall identify a contact person to be notified in the event the State is required to take action against the bond. The term of the performance bond shall be concurrent with the term of this Agreement, with the exception of post-warranty maintenance and support, and shall not be released to Licensor until final acceptance of all products and deliverables required herein or until the warranty period, if any, has expired, whichever occurs last. <u>Once the warranty period ends, the performance bond amount shall be 30% of the Maintenance and Operations total for the remainder of the contract and may be updated once annually.</u> If applicable, and at the State's sole discretion, the State may, at any time during the warranty period, review Licensor's performance and performance of the products/services delivered and determine that the Licensor's performance bond may be reduced or released prior to expiration of the full warranty period. The performance bond shall be procured at Licensor's expense and be payable to Licensee. The cost of the bond may be invoiced to the Licensee after project initiation only if itemized in the Licensor's cost proposal and in the attached Exhibit A. Prior to approval of the performance bond, the State reserves the right to review the bond and require Licensor to substitute an acceptable bond in such form as the State may reasonably require. The premiums on such bond shall be paid by Licensor. The bond must specifically refer to this Agreement and shall bind the surety to all of the terms and conditions of this Agreement. If the Agreement is terminated due to Licensor's failure to comply with the terms thereof, Licensee may claim against the performance bond.

18. **RFP, Exhibit B: Liquidated Damages and Performances Standards, Item 8 is being modified to read:**

Vendor must adhere to the following table for SLAs and associated penalties (credit to DOM):

Service Requirement	Measurement	SLA	SLA Credit
Problem Resolution Time – High	Resolution Time for each High Priority Problem. Problem resolution time is defined as the period from when the issue is reported to when it is properly resolved.	98% <4 hours	~~$8,000~~ <u>$8,000</u>
Problem Resolution Time - Normal	Resolution Time for Normal Priority Problems	98% <24 hours	~~$8,000~~ <u>$8,000</u>
Problem Resolution Time - Low	Resolution Time for Low Priority Problems	98% <72 hours	$8,000
Help Desk Operations - Daily Email & Voicemail	Time for Help Desk to Create a Ticket from Email or Voicemail notification (90% goal)	90% <1 business day	$8,000

Service Requirement	Measurement	SLA	SLA Credit
Help Desk Operations - Backlog Email & Voicemail	Time for Help Desk to Create a Ticket from Email or Voicemail notification (98% goal)	98% <3 business days	$16,000
IDA Recovery	In the event of a declared disaster the recovery time objective is forty-eight (48) hours. The system should be fully operation and available.	<48 hours	$30,000
		<72 hours	~~+$45,000~~ $45,000
	The SLA Credits for this Measurement are aggregated, i.e., each lower level of failure adds the stated additional percentage (for a maximum 50% credit at the lowest level).	<96 hours	~~+$75,000~~ $75,000

19. **RFP, Exhibit B: Liquidated Damages and Performances Standards, Item 12 is being modified to read:**

Licensor shall host the proposed solution in a United States-based ~~Tier 2~~ FedRAMP moderate compliant data center or better, with written approval from the State on any change in the selection of the data center, data center Vendor, and location. The State reserves the right to physically audit (by State or State contracted personnel) the data center the proposed solution is hosted in and the DR site. By the first 90 days after contract execution and on every August 30th thereafter, the Licensor must provide evidence to the State with an annual data center report, specifying ~~the Tier rating of their facility and specifying~~ what certifications have been awarded to the facility and services utilized with the cloud service provider, including but not limited to LEED, SSAE ~~16~~ 18, HIPAA, etc. The licensor shall include evidence of Business Associate Agreements with the cloud service provider within this report. Failure to provide an annual report is subject to a penalty of up to $50,000 per month until the report is completed and provided to the State.

20. **RFP, Exhibit B: Liquidated Damages and Performances Standards, Item 15 is being modified to read:**

Vendor must have a DR plan and a DR Test Plan, including a separate DR site with a separate physical location from the primary hosting site. ~~Upon contract execution, the Vendor must provide documentation that the DR environmental test has been conducted within the past year and must provide written results to the State~~. Prior to the execution of the independent third-party Security Assessment Report, the licensor shall conduct a disaster recovery test in accordance with the DR Test Plan approved by the state. A DR test is required annually thereafter. The written results must include any remediation and the accompanying remediation schedule necessary to correct any failures or findings that were identified as a result of the DR test. All remediation required shall be reported in the Plan of Actions and Milestone report. Failure to provide the results to the State on an annual basis is subject to a penalty of up to $50,000.00 per month until the report is completed and provided to the State.

21.   **RFP, Exhibit B: Liquidated Damages and Performances Standards, Item 17 is being modified to read:**

Vendor must support a ~~zero~~ four-hour Recovery Point Objective (RPO), exclusive of a declared disaster event. Failure to provide ~~zero~~ four-hour RPO is subject to a penalty of up to $50,000.00 per month until a ~~zero~~ four-hour RPO is completed, and documentation is provided to the State.

22.   **RFP, Exhibit B: Liquidated Damages and Performances Standards, Item 21.d is being removed:**

~~Provider user metrics (number of active and inactive users for Provider Access, user logins, user queries, etc.).~~

23.   **RFP, Exhibit B: Liquidated Damages and Performances Standards, Item 21.k is being removed:**

~~Daily test results of the performance of the Provider Portal. The daily test results on the performance of the Provider Portal will be reported to DOM in the monthly report.~~

24.   **RFP, Exhibit B: Liquidated Damages and Performances Standards, Item 25 is being modified to read:**

Vendor must provide the State a quarterly report detailing how the Vendor and datacenter are adhering to hosting requirements set forth in RFP and contract. ~~These requirements.~~ Failure to provide a quarterly report is subject to a penalty of up to $50,000.00 per month until the report is completed and provided to the State.

25.   **RFP, Exhibit B: Liquidated Damages and Performances Standards, Item 33 is being removed.**

~~Any other failure of Vendor that DOM determines constitutes non-compliance with any material term of the contract and/or RFP not specifically enumerated herein may result in an amount of up to $5,000.00 for each failure.~~

26.   **RFP, Exhibit B: Liquidated Damages and Performances Standards, Item 34 is being modified to read.**

~~The Vendor shall publish on their public website any actual or liquidated damages that have been paid by Licensor within fifteen (15) business days of Licensor having paid such actual or liquidated damages, where such payment will only occur after notice of DOM approval and maintain the document on the site through the contract term.~~ The State reserves the right to post on its website any assessed liquidated damages to Vendor.

27.   **RFP, Exhibit B: Liquidated Damages and Performances Standards, Item 37 is being modified to read:**

Because performance failures by the Vendor may cause DOM to incur additional administrative costs that are difficult to compute, DOM may assess liquidated damages against the Vendor pursuant to this section and deduct the amount of the damages from any payments due the Vendor. DOM, at its sole discretion, may establish an installment deduction plan for any damages. The determination of the monetary amount of damages shall be at the sole discretion of DOM, within the ranges set forth above ~~below~~. Self-reporting by the Vendor will be taken into consideration in determining the monetary amount of damages to be assessed. Unless specified otherwise, DOM shall give written notice to the Vendor of the failure that might result in the assessment of damages and the proposed amount of the damages. The Vendor shall have 15 calendar days from the date of the notice in which to dispute DOM's determination. DOM may assess damages for

specific performance failures set forth <u>above</u> ~~below~~. DOM may assess higher liquidated damages amounts when the Vendor consistently fails to meet specific performance standards and the deficient performance has not been corrected.

28. Section VIII: Cost Information Submission is being replaced with the attached Revised Cost Information Submission form.

29. Attachment A, Item Number 11, Common Acronyms, is being modified to add the following:

<u>ARC-AMPE</u>	<u>Acceptable Risk Controls for ACA, Medicaid, and Partner Entities (the upcoming replacement for MARS-E when published by CMS).</u>
<u>MARS-E</u>	<u>MARS-E is the Minimum Acceptable Risk Standards for Exchanges is the Centers for Medicare & Medicaid Services (CMS) in accordance with CMS information security and privacy programs. ARC-AMPE is the Acceptable Risk Controls for ACA, Medicaid, and Partner Entities that will replace MARS-E when published.</u>
<u>Plan of Action and Milestones (POAM)</u>	<u>A document for a system that identifies tasks needing to be accomplished. It details resources required to accomplish the elements of the plan, any milestones in meeting the tasks, and scheduled completion dates for the milestones.</u>
<u>Plan of Action and Milestones Findings</u>	<u>A finding is the discovery via an assessment or audit result that a given control is not operating as intended and is either missing or not fully and properly implemented. The findings may stem from internal or external audits, reviews, and continuous monitoring activities. Each finding identifies a weakness that must be incorporated into a POA&M along with its corresponding Corrective Action Plan (CAP) (i.e., milestones).</u>
<u>Significant Change</u>	<u>A significant change is defined as a change that is likely to substantively affect the security or privacy posture of a system. The full definition is defined in NIST 800-37r2</u>
<u>Software or Firmware Vulnerability</u>	<u>In general, a security vulnerability is a flaw, or error found within a system's OS or applications that has the potential to be leveraged by a threat agent in order to compromise a secure network.</u> <u>A software or firmware vulnerability is a mistake in software that can be directly used by a hacker to gain access to a system or network.</u>

30. Attachment A, Item Number 23 is being modified to read:
Prior to contract execution, the awarded Vendor shall be required to execute DOM's Business Associate Agreement (BAA) ~~and may be required to execute Non-Disclosure Agreements with other DOM Vendors~~. The DOM BAA is incorporated herein as Attachment B.

31. Attachment A, Item Number 31 being modified to add 31.a:

MANDATORY: <u>The solution shall be MARS-E (or ARC-AMPE) compliant during the entire production lifecycle.</u>

32. **Attachment A, Item Number 35, reprinted below, is hereby removed.**

~~The new IDA Project must include all integration, testing, operational support, data quality services, Help Desk and technical support, and Vendor to Vendor communication and support during all phases of the project.~~

33. **Attachment A, Item Number 47 is being modified to read:**

DOM seeks the implementation of an EDL to house and serve as a single source for selected DOM data, in a SaaS Model, with full support of the data of HL7<u>, including HL7 2.5,</u> and <u>HL7</u> FHIR, C-CDA, <u>USCDI,</u> ~~and HL7 v2.5,~~ as well as DOM EDI data including but <u>not limited to,</u> X12 claims data, LTSS data, <u>reference data, Third Party Liability Data, Provider enrollment data, beneficiary eligibility and enrollment data, prior authorization (PA) data,</u> and other data types and formats. <u>The data to be included in the initial go-live of the EDL will be further defined during the design phase of the project.</u> DOM reserves the right <u>to</u> add additional datasets in the future and the awarded Vendor will be responsible for incorporating these data sets at no cost to the division. <u>The DOM EDL must have provisions for all data indicated in the following sections of this RFP</u>.

34. **Attachment A, Item Number 61.h is being added:**

<u>The Vendor shall include all required solutions to meet the CMS Proposed Final Rule of 2022 for Prior Authorization, including associated pricing, in their proposal.</u>

35. **Attachment A, Item Number 93 is being modified to read:**

Vendor must ensure the facility is compliant with ~~Statement on Standards for Attestation Engagements (SSAE) No. 16 and~~ HIPAA standards.

36. **Attachment A, Item Number 95, reprinted below, is hereby removed:**

~~Vendor must provide all hardware and software required to provision, monitor, and manage the circuit to the hosting and DR facilities.~~

37. **Attachment A, Item Number 112.c.3.a is being modified to read:**

Each deliverable is reviewed by DOM and must require formal written approval from DOM before acceptance of the deliverable. The Vendor must allow for a minimum ten business days per deliverable following receipt for DOM to review and document its findings, except as specified by DOM. Based on the review findings, DOM may accept the deliverable, reject portions of the deliverable, reject the complete deliverable, or require that revisions be made. The Vendor must make all modifications directed by DOM within ten <u>business</u> days of receipt.

38. **Attachment A, Item Number 112.d.11 is being modified to read:**

The proposed solution must have early detection and notification capabilities to notify the Vendor and DOM of a<u>n incident </u>or breach, along with following security and privacy protection capabilities.

39. **Attachment A, Item Number 143 is being modified to read:**

The Analytics solution must be accessible using ~~various~~ <u>all modern internet browsers (Chrome, Edge, Firefox, etc.).</u> ~~at a minimum Internet Explorer 9.0, Microsoft Edge (no version dependency), and Firefox 3.0~~. The application is to be accessible by the supported Internet browsers, running on a computer with an operating system (Windows or Mac) capable of supporting those browsers. The application must be updated over time to support new versions of these browsers.

40. **Attachment A, Item Number 167 is being modified to read:**

The State prefers that the eCQM solution ~~must be an~~ is an ONC Certified eCQM solution; however, the State will consider an eCQM solution that is NCQA-certified.

41. **Attachment A, Item Number 173.a is being added:**

DOM anticipates the Optional Analytics solution having a view-only access role for specific employees who should be limited to viewing data and reports only.

42. **Attachment A, Item Number 177.a is being modified to read:**

Unauthorized access or disclosure of non-public data is considered to be a security and privacy breach. Pursuant to the terms of the BAA, the Vendor will provide notification within 4 hours of discovery of the incident and all communication shall be coordinated with DOM. When the Vendor or their sub-contractors are liable for the loss, the Vendor shall bear all costs associated with the investigation, response and recovery from the breach including but not limited to credit monitoring services with a term of at least ~~three~~ one year~~s~~, mailing costs, website, and toll-free telephone call center services. DOM shall not agree to any limitation on liability that relieves a Vendor from its own negligence or to the extent that it creates an obligation on the part of DOM to hold a Vendor harmless.

43. **Attachment A, Item Number 192 and Exhibit B, Item 1 are being modified to read:**

System Availability – The Vendor's proposed solution must operate 24 hours a day, and support a 99.9% uptime per month, and is subject to ~~up to a $5,000.00 penalty~~ the following penalties, as listed in Table 1, for each occurrence of downtime outside of the 99.9% uptime requirement. Uptime must be calculated by the following formula:

24 hours per day x 7 days a week x 52 weeks per year = Total hours per year.

Total hours per year x .001 = Allowed unscheduled downtime per year.

44. **Attachment A, Item Number 194 and Exhibit B, Item 3 are being modified to read:**

Solution downtime outside of the allowable downtime period must be categorized as unscheduled downtime and is subject to ~~a $10,000.00 penalty~~ the penalties listed in Table 1 for each occurrence.

45. **Attachment A, Item Number 196 and Exhibit B, Item 5 are being modified to read:**

Scheduled solution downtime must occur between 1:00 a.m. and 4:00 a.m. Central Time, and only with prior, written approval from the State 48 hours in advance. Vendor will be assessed a penalty of $5,000.00 per instance of a failure to notify the State in writing 48 hours in advance of a scheduled downtime. Solution downtime outside of the allowable downtime period shall be categorized as unscheduled downtime and is subject to penalties ~~a $10,000.00 penalty~~, as described in Table 1, for each occurrence.

46. **Attachment A, Item Number 203 is being modified to read:**

Licensor shall host the proposed solution in a United States-based ~~Tier 2~~ FedRAMP moderate compliant data center or better, with written approval from the State on any change in the selection of the data center, data center Vendor, and location. The State reserves the right to physically audit (by State or State contracted personnel) the data center the proposed solution is hosted in and the DR site. By the first 90 days after contract execution and on every August 30th thereafter, the Licensor must provide evidence to the State with an annual data center report, specifying ~~their Tier Certification of Constructed Facility rating or TIA-942 Data Center Standard Rating, specifying~~ the Tier rating of their

facility and specifying what certifications have been awarded to the facility and services utilized with the cloud service provider, including but not limited to LEED, SSAE ~~16~~ 18, HIPAA, etc. The licensor shall include evidence of Business Associate Agreements with the cloud service provider within this report. Failure to provide an annual report is subject to a penalty of up to $50,000 per month until the report is completed and provided to the State.

47.   **Attachment A, Item Number 204 is being modified to read:**

Data center-provided servers and network switching equipment used to host the proposed solution shall be no more than three (3) years old, and hardware shall be regularly scheduled for an equipment refresh every three (3) years. Failure to refresh this hardware at least every three (3) years and to notify the State in writing as to this refresh is subject to a penalty of up to $50,000 per month until the refresh is complete, and the State is notified. This provision may be waived when the Vendor is using a public cloud provider.

48.   **Attachment A, Item Number 206 is being modified to read:**

Vendor must have a DR plan and a Disaster Recovery Test Plan, including a separate DR site with a separate physical location from the primary hosting site. Upon contract execution, the Vendor must provide documentation that the DR environmental test has been conducted within the past year and must provide written results to the State. The written results must include any remediation and the accompanying remediation schedule necessary to correct any failures or findings that were identified as a result of the DR test. Failure to provide the results to the State on an annual basis is subject to a penalty of up to $50,000.00 per month until the report is completed and provided to the State.

49.   **Attachment A, Item Number 208 is being modified to read:**

Vendor must support a ~~zero~~ four-hour Recovery Point Objective (RPO), exclusive of a declared disaster event. Failure to provide ~~zero~~ four-hour RPO is subject to a penalty of up to $50,000.00 per month until a ~~zero~~ four-hour RPO is completed, and documentation is provided to the State.

50.   **Attachment A, Item Number 211 is being modified to read:**

If any Vendor or subcontractor fails to notify the State of a~~n~~ incident or breach (potential or otherwise) both in writing and by telephone within ~~24~~ 4 hours of discovery, the Vendor shall be assessed damages of up to $25,000.00 per calendar day until the State is properly notified. Pursuant to the terms of the BAA, the Vendor must pay the costs for notification of any breach, as well as for credit monitoring for all persons whose data is breached for the term of one year.

51.   **Attachment A, Item Number 216, reprinted below, is hereby removed.**

~~Vendor must provide the State a quarterly report detailing how the Vendor and datacenter are adhering to hosting requirements set forth in RFP and contract. These requirements. Failure to provide a quarterly report is subject to a penalty of up to $50,000.00 per month until the report is completed and provided to the State.~~

52.   **Attachment A, Item Number 224, reprinted below, is hereby removed.**

~~Any other failure of Vendor that DOM determines constitutes non-compliance with any material term of the contract and/or RFP not specifically enumerated herein may result in an amount of up to $5,000.00 for each failure.~~

53.   **Attachment A, Item Number 233 is being added:**

The vendor shall author a MARS-E or ARC-AMPE System Security Plan (SSP) in accordance with instructions contained in the CMS System Security Plan template, including implementation statements for all parties that are responsible for implementing or maintaining any control, control enhancement or implementation standard. The SSP shall be updated annually and in the event of a significant change of the solution.

54. **Attachment A, Item Number 234 is being added:**

The vendor is required to participate and provide documentation on demand in third-party annual assessments of the solution in accordance with CMS MARS-E or ARC-AMPE requirements, including a Security Assessment Plan, Security Assessment Workbook, and Security Assessment report.

55. **Attachment A, Item Number 235 is being added:**

The Vendor is required to provide non-redacted results of the Security Assessment Workbook, Security Assessment Reports, vulnerability scans, compliance scans, penetration test, static application security test, dynamic application security test, and any associated evidence on demand by the state agency or federal regulators. Requested documentation should be sent in a secure manner.

56. **Attachment A, Item Number 236 is being added:**

Upon completion of the first Security Assessment Report prior to go-live, the vendor shall maintain and deliver Plans of Actions and Milestones (POAMs) to the state on a monthly basis showing remediation of deficiencies and remediation progress.

57. **Attachment A, Item Number 237 is being added:**

The vendor is required to participate in any assessment or audit on demand as required by DOM, Mississippi Office of the State Auditor, law enforcement, and any federal regulator.

58. **Attachment A, Item Number 238 is being added:**

Software or Firmware Vulnerabilities shall be remediated in timeframes based on criticality in calendar days of discovery. Critical and high vulnerabilities shall be remediated in seven (7) calendar days of discovery. Moderate vulnerabilities shall be remediated in fifteen (15) days of discovery, and low vulnerabilities must be remediated within thirty (30) days of discovery. The timeframe to resolve vulnerabilities may only be altered if the state grants/approves a risk exception in writing using the CMS Risk Exception form. Vulnerabilities not resolved in the above time frames shall be reported in the monthly Plan of Action and Milestones report. Failure to provide an annual report is subject to a penalty of up to $50,000 per month until the report is completed and provided to the State.

59. **Attachment A, Item Number 239 is being added:**

Plan of Actions and Milestone findings shall be remediated in timeframes based on criticality in calendar days of discovery. Critical findings shall be remediated within fifteen (15) days of discovery. High findings shall be remediated in thirty (30) days of discovery. Moderate findings shall be remediated in ninety (90) days of discovery, and low findings shall be remediated within three hundred and sixty-five (365) days of discovery. All POAM findings shall be tracked and reported in the monthly Plan of Action and Milestones report. The timeframe to resolve findings may only be altered if the state grants/approves a risk exception in writing using the CMS Risk Exception form. Failure to provide an annual report is subject to a penalty of up to $50,000 per month until the report is completed and provided to the State.

Vendor must include in their proposal a response to each amended requirement as listed above. Vendor must respond using the same terminology as provided in the original requirements.

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

Question 1: Please clarify if Bidder's are expected to use the ITS RFP documents as response templates for proposals or if Bidder's can use their own response template (font styles, sizes) provided all RFP text is preserved.

Response: **With the exception of the Cost Information Submission form, the State will leave this decision to the Vendor. Vendors must use the Revised Cost Information Form that is provided. Vendors can place other required forms on Vendor's proposal templates. Vendors must follow the requirements listed in the Attachment A, General, A. How to Respond section.**

Question 2: May Bidders provide additional relevant documentation or information (i.e., executive summary, transmittal letter, attachments or appendices, case studies, etc.)? If so, can we add an Appendix section at the end of our response?

Response: **Yes, bidders can provide additional information and bidders can use an Appendix section.**

Question 3: Is any of the in-scope work under a collective bargaining agreement?

Response: **No.**

Question 4: Can vendors redact sections they consider confidential and proprietary?

Response: **No, Vendors may not submit a redacted copy of their proposal response. Records furnished to ITS by Vendors which contain trade secrets, or confidential commercial or financial information will be handled in accordance with Miss. Code Ann. § 25-61-9 of the Mississippi Public Records Act.**

Question 5: Does the State want, or may we submit, a redacted copy of the proposal? If a redacted copy is submitted, does the State have a preference for how the redaction is shown?

Response: **No, Vendors may not submit a redacted copy of their proposal response.**

Question 6: Is a vendor able to bid with another vendor if that vendor was not on the mandatory kickoff vendor conference call?

Response: **The Vendor web conference was mandatory for prime Vendors. Any proposal received from a prime Vendor who did not have an authorized representative at the Vendor web conference will be rejected. However, subcontractors are allowed and were not required to appear at the vendor web conference. All subcontractors must be approved by the State.**

Question 7:   What is DOM's current beneficiary population? Of that population what percentage is covered by Managed Care? Accordingly is DoM expecting the Final Rule API solution to account for just the FFS population?

Response: **Details can be found on the DOM website, www.medicaid.ms.gov. No, the API solutions should account for the entire Medicaid population. Additionally, the Vendor shall include all required solutions to meet the CMS Proposed Final Rule of 2022 for Prior Authorization, including associated pricing, in their proposal.**

Question 8:   Does DOM have any expectation of the number of non prod environments the vendor have in place as part of their proposal?

Response: **Environments will consist of Production, Development, Quality Assurance, and Disaster Recovery. A staging environment would be needed as well.**

Question 9:   Please provide details on the current tools used for incident management and service request. (e.g., tool, version, etc.)?

Response: **DOM is in the process of procuring ServiceNow (Tokyo version). It is a requirement for the entire solution, and all Vendors, to integrate with DOM's ServiceNow solution. The Interoperability, Data Lake, and APIs (IDA) Vendor shall be Level 1 of support and beyond. The existing DOM Help Desk is for internal DOM systems and is not a part of this solution nor the Help Desk solution.**

Question 10:   What related EDL, analytics and eCQM solutions, if any, were demoed to DOM prior to the release of this RFP?

Response: **DOM has reviewed many solutions and talked to many States, as well as CMS, in the development of this project.**

Question 11:   Please provide expected budget over 6 years for this contract, as allocated budget for DDI and allocated budget for M&O once system is certified.

Response: **A budget has not been established for this project. However, all State Agency budgets are considered public record and may be viewed at www.transparency.ms.gov.**

Question 12   What is DOM's budgeted or expected spend for the implementation of the IDA Solution including the DOM EDL? What's DOM's post-implementation annual budgeted or expected spend to maintain the IDA Solution/DOM EDL?

Response: **A budget has not been established for this project. However, all State Agency budgets are considered public record and may be viewed at www.transparency.ms.gov.**

Question 13:   What is ITS/DOM's identified budget range vendors should strive to achieve while also fulfilling the Base and/or Optional RFP requirements?

Response: **A budget has not been established for this project. However, all State Agency budgets are considered public record and may be viewed at www.transparency.ms.gov.**

Question 14: Where requirements appear in both the main RFP document as well as Attachment A, is it acceptable to respond in Attachment A, and refer to Attachment A in lieu of repeating response content in the main RFP response?

Response: **Yes.**

Question 15: When the RFP references "costs" is it referring to the "costs" to MS DOM and not Vendor's costs?

Response: **"Costs" refers to what DOM would pay to the awarded Vendor for the solution that is proposed.**

Question 16: Will the contract awarded be paid via MAGIC (payment systems)? If so, are there fees charged to vendor for its use?

Response: **State Agencies utilize Magic to pay Vendor invoices. No, there are no associated fees that DFA charges for using the State's Accounting System.**

Question 17: Does the December go-live date included in the RFP include the 60-day CMS operational readiness assessment?

Response: **The December go-live date was an estimated date during the creation of the RFP. DOM and the Vendor will work together to define reasonable project dates that account for CMS requirements.**

Question 18: Are there any other governance milestones included in this go-live date?

Response: **DOM will work with the awarded Vendor to establish the terms and timelines of governance.**

Question 19: Are there any vendors precluded from performing this work due to conflict of interest or otherwise?

Response: **No.**

Question 20: Will training be in the client facility?

Response: **No. Depending on the content it may be beneficial to post recordings of training sessions for end-user review, but in-person training will be expected of DOM staff.**

Question 21: Would the State provide the prior 5 years of recipients?

Response: **Volumes of active Medicaid beneficiaries can be found on the DOM website, www.medicaid.ms.gov.**

Question 22:   Is the State planning any expansion of Medicaid that would occur during the term of the contract?

Response: **The State will be compliant with Medicaid's passage of the eligibility/coverage extension for postpartum women from 3 to 12 months.**

Question 23:   Please provide the size and frequency of data feeds from the current 3 CCOs.

Response: **Historical claims data from both Gainwell and Conduent is approximately 2TB. Vendors should expect to import approximately 1TB of data originating from C-CDAs. The rate of growth of claims and C-CDA data is approximately 500GB per year. DOM anticipates using this data lake solution for storage of data, both short term and long term, as well as future application data access and storage. The Vendor should allow, and should provide, an upgrade path for more data storage and future application usage.**

Question 24:   Would the State provide the size in megabytes of the daily load of beneficiary data from the eligibility enrollment system?

Response: **The daily load of beneficiary data from the eligibility system is approximately 3MB.**

Question 25:   Does DOM utilize an identity broker solution for SSO? If yes, can that solution be leveraged for the IDA project? If not, does DOM have a preferred Identity Broker?

Response: **DOM currently uses Azure AD federation with OAuth 2.0 and SAML for DOM internal users only. There is currently no SSO for providers or beneficiaries, and DOM recognizes that a solution for providers and beneficiaries will need to be implemented, to comply with the CMS Final Rule of 2020 and the CMS Proposed Rule of 2022 for Prior Authorization. DOM anticipates procuring and implementing a member identity management system; however, if a Vendor has a solution, that Vendor may propose the member identity management solution as an option, with the pricing specifically broken out as optional to allow for review and comparison.**

Question 26:   Can we assume that the vendor will have the DOM EMPI (which is being procured through RFP NO 4283) available to use while building the solution?

Response: **Yes.**

Question 27:   Are there restrictions on using offshore resources during implementation and ongoing hosting/support operations?

Response: **DOM's PHI and sensitive data must not be exposed to offshore resources at any time.**

Question 28:   Are all the incoming claims data in the final state?

Response: **Yes, for formatting. The claims could be voided or mass adjusted after loading to the data lake. The Vendor should be aware and assist DOM with any updates to the data in the data lake.**

Question 29: Is there any CHIP data that needs to be integrated into the system outside of the clinical and medical claims data?

Response: **CHIP eligibility data would also need to be included, as well as any TPL data, etc.**

Question 30: Is the current Interoperability Platform (ESB) vendor precluded from bidding on the IDA program?

Response: **No.**

Question 31: How many users does the State envision using the system, both in total and concurrently?

Response: **There will be 25 initial users, with users being defined as having the ability to log in, create reports, create templates, etc. Vendors should also include pricing for blocks of 10 users beyond the initial 25, as DOM anticipates growth of users. DOM also anticipates having view-only access for other specific employees who should be limited to viewing data and reports only.**

Question 32: Does the State have any preferred cloud hosting options ? (AWS or Azure)

Response: **No.**

Question 33: Does DOM have a crosswalk, or current ETL processes, for standardizing all the DOM Trading partners and payer data feeds into a standardized claims format? If not, is the vendor expected to create the data mapping?

Response: **The Vendor shall create and execute the data mapping.**

Question 34: What is the total patient population of the data received from the DOM Trading Partners? Is all data limited to the Medicaid population for this scope of work?

Response: **Active Medicaid beneficiaries only. Data on active beneficiaries can be found on the DOM website, www.medicaid.ms.gov. The exchange of clinical data is limited to eligible medical members but all other data for this scope of work may contain data on former members.**

Question 35: Will the Medicaid Provider's EHR systems be providing data via HL7 messages and/or CCDs? What is the approximate data volume expected for this source?

Response: **C-CDA, currently. Approximately 50,000 C-CDAs are exchanged daily. However, some DOM providers will be moving to USCDI over FHIR, and there are future use-cases that may require HL7 ADT.**

Question 36: Can the State provide a listing of quality measures that the State is considering?

Response: **No.**

Question 37: Are there any DOM users expected to be querying within the EDL directly? If yes, how many users are expected?

Response: **Minimally. DOM users are anticipated to use the Analytics solution. Power-users would work with the vendor to establish roles with query access outside of what would be available to average end-users.**

Question 38: Are the CCDs currently received by MedeAnalytics being validated for the quality of data contained within the CCD?

Response: **Yes.**

Question 39: Please confirm that DOM will allow a grace period for a late delivered report as long as the Licensor and data center are adhering to the requirements.

Response: **DOM is not able to confirm that a grace period would be allowed.**

Question 40: Since the vendor is already incentivized to complete deliverables on time to get paid milestones, could DOM reduce this penalty to $500 per day regardless of the number of instances.

Response: **The State SLAs shall remain as written. Refer to RFP 4243, Section II: Proposal Submission Requirements, Item 10.6 states, "If the Vendor does not agree with any item in any section, then the Vendor must list the item on the Proposal Exception Summary Form". Please refer to Section V, Proposal Exceptions in the RFP.**

Question 41: Recognizing that a vendor should not financially benefit from vacancies but also that vacancies can occur, we respectfully request that the penalty be reduced to $1,000 per instance, per calendar day. This is an annualized rate of ~$360,000 per position versus ~$1,800,000 per position as written.

Response: **The State SLAs shall remain as written. Refer to RFP 4243, Section II: Proposal Submission Requirements, Item 10.6 states, "If the Vendor does not agree with any item in any section, then the Vendor must list the item on the Proposal Exception Summary Form". Please refer to Section V, Proposal Exceptions in the RFP.**

Question 42: How many trainees does the agency anticipate participating in this training per session?

Response: **DOM prefers a trainee to trainer ratio of 15:1.**

Question 43: Does the agency anticipate that these sessions will vary in subject-matter from session to session (beyond content improvement)?

Response: **Training should consist of a defined training curriculum, which may be reused between sessions and updated with new information as improvements roll out. Depending on the proposed solution, Vendors may**

choose to structure a series of sessions based on a series of prerequisites, i.e. EDL 101, 201, etc.

Question 44: What is the agency's preferred and/or minimum trainer to trainee ratio?

Response: **DOM prefers a trainee to trainer ratio of 15:1.**

Question 45: Does the agency prefer a blended learning approach utilizing multiple modalities (e.g., eLearning, videos, webinars, etc.), or a strictly Instructor-led classroom training approach?

Response: **DOM prefers primarily instructor-led training courses; however, DOM supports the use of a blended learning approach to supplement instructor-led classes.**

Question 46: Will there be any need for virtual training sessions for trainees unable to participate in Jackson?

Response: **No. Depending on the content it may be beneficial to post recordings of training sessions for end-user review, but in-person training will be expected of DOM staff.**

Question 47: Does the agency have an LMS that you prefer these training sessions to be integrated within?

Response: **Not at this time.**

Question 48: Does the agency desire these sessions to have participation tracking?

Response: **Yes.**

Question 49: Does the agency desire these sessions to include assessments, and if so, does the agency desire assessment performance to be tracked and reported?

Response: **DOM would prefer training assessments and feedback in order to assess the effectiveness of training.**

Question 50: Does the agency require these training sessions to be provided in multiple languages? If yes, what languages?

Response: **No. DOM does not require the training session to be provided in multiple languages.**

Question 51: Will the vendor be responsible for any logistical tasks related to these sessions (venue procurement, invitations, participant identification, etc.)?

Response: **DOM will work with the awarded vendor to approve a venue, identify participants, and direct communication related to training.**

Question 52:   Can you please verify the agency's vision for Organizational Change Management (OCM) support as it prepares stakeholders for the new implementation?

Response: **While not a requirement of this RFP, the state supports Organizational Change Management (OCM) and is interested in hearing vendor strategies or approaches to this topic.**

Question 53:   Will the state have an identified OCM lead for the vendor to work with?

Response: **If requested, the State would identify someone.**

Question 54:   Will the state have identified change agents within each department?

Response: **If requested, the State would identify someone.**

Question 55:   Can MS DOM share what APM tool they are currently using?

Response: **DOM anticipates implementation of Application Performance Monitoring (APM) for this project, at some future point. All Vendors and solutions shall comply and support DOM's future APM. DOM anticipates procuring an APM that complies with the Open Telemetry standard(s); therefore, all Vendors and solutions shall comply with Open Telemetry, and any future DOM APM.**

Question 56:   Can MS DOM provide more context on the existing IOP Gateway? What are the supporting technologies? What infrastructure (cloud, on-prem)? Is Gainwell also responsible for the management of the IOP Gateway within the existing ESB?

Response: **Gainwell provides a customized ESB solution for DOM, as a cloud hosted and fully managed solution. Please refer to the Current State diagram in the RFP for more specificity on the ESB and its connections.**

Question 57:   DOM's RFP appears to envision a Data Lake/Interoperability solution performing certain functions associated with EHR's. The currently solutions that have a certification are typically a EHR systems sold to providers. This may mean that not many solutions that are of the type that DOM is seeking currently hold these certifications. Would DOM consider either waiving the certification requirement or allow it to be obtained during the project? This would allow the IDA vendor to use their core solution to perform the eCQM work rather than add a separate independent solution that would have to be integrated with the IDA solution.

Response: **Yes, DOM would consider an integrated eCQM solution; however, it is the Vendor's responsibility to illustrate the pricing impact on the proposed solution if the eCQM is integrated and not optional.**

Question 58:   RFP: ITS RFP Response Checklist, page 2 and Section II Proposal Submission Requirements, page 6 - Please confirm that Bidder's are expected to include required response sections as individual files on the USB flash drive and not one single PDF file containing all required sections.

Response: **Yes, one single USB flash drive that consists of individual files for each item outlined in the RFP Response Checklist with the Vendor's complete proposal should be included in Vendor's response to RFP Number 4243.**

Question 59:   RFP: ITS RFP Response Checklist, page 2 and Section VII Technical Specifications, page 32 - The majority of the requirements in Section VII appear to be informational only. Is ITS just looking for an acknowledgement from Bidder's that we understand the following informational items?
1. Procurement Project Schedule
2. Statement of Understanding
3. Functional and Technical Requirements
4. Scoring Methodology
Of these numbered items, we understand that we must provide point-by-point responses to the Functional and Technical requirements outlined in Attachment A, beginning with #24.

Response: **Section VII Technical Specifications, Items 1-4 are included for informational purposes and responding Vendors should respond to these statements. The "Functional and Technical Specifications" in which Vendors are expected to provide a point-by-point response are in Attachment A, beginning with Item 24.**

Question 60:   RFP: ITS RFP Response Checklist, page 2 - Please confirm that the RFP Response Checklist is provided for informational purposes only and does not need to be submitted with proposals.

Response: **The ITS RFP Response Checklist on page 2 is provided to assist Vendor's in verifying compliance to RFP response requirements. While it is not necessary to include a copy with Vendor's response, it is helpful.**

Question 61:   RFP: ITS RFP Response Checklist, page 2 - We are not finding a checklist item associated with the General Requirements in Attachment A. Should there be instructions for vendors to respond to requirements 24-45 found in D. General Requirements of Attachment A?

Response: **Attachment A, General – How to Respond Section provides instructions on how to respond to each outline point.**

Question 62:   RFP: ITS RFP Response Checklist, page 2 - There do not appear to be any Technical Requirements for checklist item #6 (Point-by-point response to Technical Specifications) in Section VII. Pease confirm if ITS/DOM is expecting vendors to provide a point-by-point response to all requirements listed in Section VII.

Response: **Section VII Technical Specifications, Items 1-4 are included for informational purposes and responding Vendors should respond to these statements. The "Functional and Technical Specifications" in which Vendors are expected to provide a point-by-point response are in Attachment A, beginning with Item 24.**

Question 63:   RFP: Proposal Bond, page 5 - Please clarify whether a Proposal Bond is required for this procurement.

Response: **No, a Proposal Bond is not required for this procurement.**

Question 64:   RFP: Section II Proposal Submission Requirements, page 6 - Are there page or size limits to vendors responses for both the main response and the optional responses?

Response: **No, there are no page or size limits to Vendors' proposal responses.**

Question 65:   RFP: Section II Proposal Submission Requirements, Item 6, page 6 - In lieu of a "wet signature", may the vendor submit the Submission Cover Sheet & Configuration Summary document via DocuSign with an attached DocuSign certificate?

Response: **The Submission Cover Sheet and Configuration Summary can be submitted digitally on the USB. However, the signature cannot be electronically signed.**

Question 66:   RFP: Section II Proposal Submission Requirements, Item 6, page 6 - The RFP states that Vendors are required to provide a blue ink signature. Can Vendors scan the blue ink signed submission cover sheet and include it as part of a complete proposal file on the USB drive? Or is it acceptable for Vendors to include an electronic signature using Adobe Signature?

Response: **The Submission Cover Sheet and Configuration Summary can be submitted digitally on the USB. However, the signature cannot be electronically signed.**

Question 67:   RFP: Section II Proposal Submission Requirements, Item 6, page 6 - Listed in the response checklist, what is the difference between the technical specifications in bullet #6 and #9?
RFP Response Checklist: These items should be included in your response to RFP No. 4243.
1) One USB flash drive that includes the Vendor's complete proposal. Label the USB with the Vendor name and RFP number. Include the items listed below on the USB.
2) Submission Cover Sheet, signed and dated. (Section I)
3) Proposal Bond, if applicable (Section I)
4) Proposal Exception Summary, if applicable (Section V)
5) Vendor response to RFP Questionnaire (Section VI)
6) Point-by-point response to Technical Specifications (Section VII)
7) Vendor response to Cost Information Submission (Section VIII)
8) References (Section IX)
9)   Point-by-point response to Functional and Technical Specifications
 (Attachment A)?

Response: **The State chose to include the bulk of the functional and technical specifications in Attachment A rather than including them in the main RFP template to better manage document size. Section VII Technical**

Specifications, Items 1-4 are included for informational purposes and responding Vendors should respond to these statements. The "Functional and Technical Specifications" of this RFP are in Attachment A.

Question 68: RFP: Section II Proposal Submission Requirements, Item 10.3, page 7 - We may be submitting some pre-existing documents (i.e., sample deliverables) that have existing page numbering and some pages may not be numbered. Because these are long and complex documents, may we leave them unaltered?

Response: **Yes.**

Question 69: RFP: Section II Proposal Submission Requirements, Item 10.4, page 7 Could the State please confirm that it wishes to have Section VII Cost Information Submission submitted together in sequence with the rest of the technical response, and not as a separate Cost Proposal? Should the State desire respondents to submit a separate Cost Proposal, could the State please provide any additional instruction as to the format and delivery requirements for a separate Cost Proposal submission? Thank you.

Response: **Yes, the Cost Information Submission form should be submitted in sequence with the proposal response using the Cost Information Submission form provided. The State has revised the Cost Information Submission per Amendment 22 above.**

Question 70: RFP: Section II Proposal Submission Requirements, Item 10.9, page 7 Please confirm that items contained within Attachment A (starting with item #24) require responses, but that "informational" outline points from other portions of the RFP (main RFP document, as well as Exhibits D-G) do NOT require responses.

Response: **For the functional and technical response requirements relevant to this procurement, please refer to the Attachment A document. RFP Section VII Technical Specifications, Items 1-4 are included for informational purposes and responding Vendors should respond to these statements. Responses to Exhibits D-G documents are not required.**

Question 71: RFP: Section III Vendor Information, Item 8, page 11 The RFP states that ITS reserves the right to make multiple awards. Please explain how this would work.

Response: **A multi-award will only come into play if ITS determines that it is in the best interest of the State to make multiple awards to encompass one complete solution. The State does not anticipate making a multi-award for this RFP.**

Question 72: RFP: Section III Vendor Information, Item 9, page 11 The RFP states "ITS reserves the right to approve an award by individual items or in total, whichever is in the best interest of the state" - Please clarify if ITS is planning on more than one award. If more than one award is allowed, please provide additional information on how the requirements will be awarded separately.

Response: **DOM seeks one contract.**

Question 73: On page 13, the RFP states that the performance bond will be determined upon award. Can the State please provide some clarity as to the amount or the percentage of the project cost for which it would like to have vendors price in the cost proposal?

Response: **In accordance with Section IV, Paragraph 38, as amended above, the vendor must include the price of a Performance Bond or Irrevocable Bank Letter of Credit for the total contract amount with its RFP proposal.**

Question 74: RFP: Section III Vendor Information, Item 12, page 11 The RFP states that the "State will always take advantage of price decreases". Please confirm that all price decreases are subject to mutual agreement of the parties.

Response: **Yes.**

Question 75: RFP: Section III Vendor Information, Item 14.5, page 12 Item 14.5, under Vendor Personnel requires that the personnel remain assigned to the project for the duration of the contract, which seems to contradict Attachment A, Section i. Project Staffing, items 3, which requires allocation of Staffing per project phase, and item 5, which allows for mutually agreed staffing changes. Would DOM consider that the personnel should remain in the project for the duration of its assignment in accordance with the proposed allocation unless changed with prior approval?

Response: **Yes.**

Question 76: RFP: Section III Vendor Information, Item 14.5, page 12 In Section III, Item 14.5 states that "the personnel assigned to a project will remain a part of the project throughout the duration of the contract." There is no distinction made between Key Team Members and all other personnel. Please confirm that this restriction applies only to those 7 roles identified in Attachment A, Item 103 "Vendor IDA Key Team Members".

Response: **Yes.**

Question 77: RFP: Section IV Legal and Contractual Information, Item 18, page 13 Regarding the section entitled "Rights Reserved to Use Existing Product Contracts", please clarify how this would work and provide an example.

Response: **This item gives the State the ability to utilize the procurement as a basis for contract award to another state entity for similar services.**

Question 78: RFP: Legal and Contractual Information, Item 7.2, page 15 - Do the statutes referenced cover this particular contract?

Response: **See Amendment 3 above.**

Question 79: RFP: Section IV Legal and Contractual Information, Item 7.3.2, page 15 - The RFP states "The Vendor shall have no limitation on liability for claims related to the following items": 7.3.2 Bodily Injury. Would the state consider adding the

following language: "The Vendor shall have no limitation on liability for claims due to negligence of the Vendor's employees or subcontractors."

Response: **Item No. 7.3 shall remain as written in the RFP. RFP 4243, Section II: Proposal Submission Requirements, Item 10.6 states, "If the Vendor does not agree with any item in any section, then the Vendor must list the item on the Proposal Exception Summary Form".**

Question 80:   RFP: Section IV Legal and Contractual Information, Item 7.3.2, page 15 - Is the State willing to negotiate a reasonable limitation on liability for the Vendor?

Response: **Pursuant to Miss. Code Ann. § 25-53-21(e), the ITS Executive Director may negotiate a limitation on the liability of prospective contractors provided such limitation affords the State reasonable protection.**

Question 81:   RFP: Section IV Legal and Contractual Information, Item 7.3.2, page 15 - Is the State willing to limit carveouts from any Vendor liability cap to infringement claims or Vendor's willful misconduct or gross negligence? In other words, will the State agree that any claims arising from Vendor's simple negligence would be covered by any liability cap?

Response: **Pursuant to Miss. Code Ann. § 25-53-21(e), the ITS Executive Director may negotiate a limitation on the liability of prospective contractors provided such limitation affords the State reasonable protection.**

Question 82:   RFP: Section IV Legal and Contractual Information, Item 7.3.3, page 15 - The RFP states "The Vendor shall have no limitation on liability for claims related to the following items": 7.3.3. Death. Would the state consider adding the following language: "The Vendor shall have no limitation on liability for claims due to negligence of the Vendor's employees or subcontractors."

Response: **Item No. 7.3 shall remain as written in the RFP. RFP 4243, Section II: Proposal Submission Requirements, Item 10.6 states, "If the Vendor does not agree with any item in any section, then the Vendor must list the item on the Proposal Exception Summary Form". Pursuant to Miss. Code Ann. § 25-53-21(e), the ITS Executive Director may negotiate a limitation on the liability of prospective contractors provided such limitation affords the State reasonable protection.**

Question 83:   RFP: Section IV Legal and Contractual Information, Item 7.3.4, page 15 - The RFP states "The Vendor shall have no limitation on liability for claims related to the following items": 7.3.4. Physical damage..... Would the state consider adding the following language: "The Vendor shall have no limitation on liability for claims due to negligence of the Vendor's employees or subcontractors."

Response: **Item No. 7.3 shall remain as written in the RFP. RFP 4243, Section II: Proposal Submission Requirements, Item 10.6 states, "If the Vendor does not agree with any item in any section, then the Vendor must list the item on the Proposal Exception Summary Form". Pursuant to Miss. Code Ann. § 25-53-21(e), the ITS Executive Director may negotiate a limitation on the**

liability of prospective contractors provided such limitation affords the State reasonable protection.

Question 84: RFP: Section IV Legal and Contractual Information, Item 7.3.5, page 15 - The RFP states: 7.3.5 "willful misconduct or negligent acts". Would the state consider adding the following language: "willful misconduct or grossly negligent acts.

Response: **Item No. 7.3 shall remain as written in the RFP. RFP 4243, Section II: Proposal Submission Requirements, Item 10.6 states, "If the Vendor does not agree with any item in any section, then the Vendor must list the item on the Proposal Exception Summary Form". Pursuant to Miss. Code Ann. § 25-53-21(e), the ITS Executive Director may negotiate a limitation on the liability of prospective contractors provided such limitation affords the State reasonable protection.**

Question 85: RFP: Section IV Legal and Contractual Information, Item 28, page 20 - Will the State please confirm that it will only own software that has been developed and paid for exclusively by the State? In other words, the State would not own software developed by the Vendor and paid for by the Vendor.

Response: **The State would not own software developed by the Vendor and paid for by the Vendor. Vendor must, as a part of the fee's paid, grant a right to the State to access and use the proposed system.**

Question 86: RFP: Section IV Legal and Contractual Information, Item 28, page 20 - Will the State please confirm that the Vendor will not be required to pay license fees for the license of custom developed software that will be provided/offered by the Vendor to other states in accordance with Federal regulations?

Response: **Please see Section IV, Item 28.2 of this RFP regarding any license fees. Any licensing fees proposed pursuant to Item 28.2 are subject to limitations provided by applicable state of Mississippi and federal laws.**

Question 87: RFP: Section IV Legal and Contractual Information, Item 35, pages 21-22 The RFP states that "[A]ll disclosures of proposal information will be made in compliance with the ITS Public Records Procedures established in accordance with the Mississippi Public Records Act." This Act contains exemptions from disclosure that may be used to prevent the disclosure of proposal information to the extent such proposal information fits within an exemption under the Act. We acknowledge that if the State receives a third-party request for a proposal, that it is the State and its Public Records Office ("PRO") who shall make the determination of what may fall within an exemption and not disclosed and in some cases, the PRO will notify the proposer. To assist the PRO in making its determination, can bidders mark portions of their proposal that the bidder believes fits within an exemption under the Mississippi Public Records Act, provide a brief justification and provide both a redacted and unredacted proposal? If so, where in the Proposal would the State request bidders provide its brief justification?

Response: **No, Vendors may not submit a redacted copy of their proposal response.**

Question 88: RFP: Section IV Legal and Contractual Information, Item 35, pages 21-22 Will the State please confirm that Licensor's confidential, trade secret or financial information is not subject to public disclosure and may be redacted prior to posting, or other disclosure, of the Agreement?

Response: **No, Vendors may not submit a redacted copy of their proposal response. Records furnished to ITS by Vendors which contain trade secrets, or confidential commercial or financial information will be handled in accordance with Miss. Code Ann. § 25-61-9 of the Mississippi Public Records Act.**

Question 89: RFP: Section IV Legal and Contractual Information, Items 37-38, pages 22-23 In Section IV, Items 37 and 38, the RFP references that the Performance Bond should be for the TOTAL amount of the contract, whereas near the bottom of the section, it states that "The letter of credit/performance bond shall cover the entire contract period, with the exception of post-warranty maintenance and support, and shall not be released until final acceptance of all products and deliverables." Please clarify the duration of the bond, if something other than the 5-year term.

Response: **The performance bond amount should be for the contract total for any DD&I costs until the warranty phase ends. Once the warranty phase ends, the performance bond amount should be 30% of the Maintenance and Operations total for the remainder of the contract and may be updated once annually.**

Question 90: RFP: Section V Proposal Exceptions, page 25 The first sentence to Section V states, "Please return the Proposal Exception Summary Form at the end of this section with all exceptions to items in any Section of this RFP listed and clearly explained or state 'No Exceptions Taken'". There may be subject matter that needs to be added to the terms set forth in the RFP and are not exceptions to the RFP terms. For instance, Exhibit A, Standard Contract, Section 6.1 envisions that the total compensation to be paid to the Licensor "shall be payable as set forth in the Payment Schedule attached hereto as Exhibit A". Yet, Exhibit A to the Standard Contract is blank. Permitting bidders to include supplemental terms in their Proposal can clarify the terms of the bidder's offer and accelerate the time it takes to negotiate a mutually acceptable contract. Please clarify whether bidders may include not only exceptions to the RFP in the Proposal Exception Summary Form but supplemental terms to those set forth in the RFP, such as a proposed payment schedule in the example above

Response: **Yes.**

Question 91: RFP: Section V Proposal Exceptions, page 25 Please confirm that if the Vendor and the State are not able to reach mutual agreement on the exceptions listed in Vendor's Proposal Exception Summary Form that the Vendor shall not be required to sign the Contract and may walk away.

Response: **If the State and the awarded Vendor are unable to negotiate an acceptable contract, DOM will rescind the award and begin negotiations with the next ranked Vendor immediately or pursue another option.**

Question 92: RFP: Section VII Technical Specifications, Item 1, page 32 - Are any of the optional components expected to be included for the Project Go-Live Deadline of 12/04/23?

Response: **DOM will work with Vendors on the timeline.**

Question 93: RFP: Section VII Technical Specifications, Item 2, page 32 - Wil there be another round of questions and answers?

Response: **The possibility exists that another Vendor Q&A Memo may be issued.**

Question 94: RFP: Section VII Technical Specifications, Item 4, page 33 - Can DOM clarify if the Optional Items requested in Section VIII Cost Information Submission will be factored into the scoring methodology and if so, how?

Response: **Optional items are not used in the scoring of a Vendor's proposal.**

Question 95: RFP: Section VII Technical Specifications, Item 4.1.3, page 33 - Please confirm it is ITS/DOM's intent that the successful vendor's solution must meet or exceed base requirements with the capabilities (e.g., analytics, ad hoc reporting tools, etc.) to support all identified optional features.

Response: **Correct.**

Question 96: RFP: Section VII Technical Specifications, Item 4.1.5.3, page 34 - In the example cited, Functional/Technical Requirements, which is allocated 35 points, a score of 90% of 35 points would be (.9*35=) 31.5 points for 'Meets Specs'. Alternatively, a "proposal that fully met all requirements in that section" and scored 9 points would have received (9/35*100=) 25.7% of the total points allocated for that section. Could the State please clarify its scoring methodology as pertains to the example provided in 4.1.5.3?

Response: **See Amendment 5 above.**

Question 97: RFP: Section VII Technical Specifications, Item 4.1.5.3, page 34 - Please confirm whether the following statement in the RFP is correct. The 'Meet Specs' score for each category is 90% of the total points allocated for that category. For example, the Functional/Technical Requirements category was allocated 35 points; a proposal that fully met all requirements in that section would have scored 9 points. Is the intent tht achieving "Meets Specs" for all requirements in the Functional/Technical Requirements section should be 35 points multiplied by 90% equals 31.5 points?

Response: **See Amendment 5 above.**

Question 98: RFP: Section VII Technical Specifications, Item 4.1.6, page 34 - Including vendor local office costs in the overall evaluated "Total Lifecycle Cost" provides vendors with existing ITS/DOM contracts a competitive cost score advantage. Will ITS/DOM consider requiring all vendors to breakout local office costs as a separate line item and exclude those costs from the cost scoring so that new vendors and existing vendors can be evaluated equally?

Response: **The State is not providing any office space for Vendors.**

Question 99: RFP: Section VII Technical Specifications, Item 4.1.7.1.2 pages 34-35 - RFP requirement 4.1.7.1.2 states, "If requested, Vendors must be prepared to make demonstrations of system functionality and/or proposal clarifications to the evaluation team and its affiliates within seven calendar days of notice. Each presentation must be made by the project manager being proposed by the Vendor to oversee implementation of this project."

Related question 1: Is project manager required to directly make the demonstration of system functionality and/or proposal clarifications to the evaluation team and its affiliates or can the project manager delegate to one (or more) members of the team with the relevant subject matter expertise?

Related question 2: Can the project manager delegate portions of the presentation to one (or more) members of the team with the relevant subject matter expertise or is the project manager required to make the entire presentation?

Response: **1) Yes. Delegation is acceptable.**

2) Yes. Delegation is acceptable.

Question 100: RFP: Section VII Technical Specifications, Item 4.1.7.1.3, page 35 - RFP requirement 4.1.7.1.3 states, "Proposed key team members must be present at the demonstration."

Question: Is "present at the demonstration" meant to convey that all proposed key team members need to be "onsite in Mississippi" or can the demonstration be done via an online meeting? If onsite does is that for all or can a subset of proposed key team members join remotely?

Response: **The State prefers demonstrations to be onsite with key personnel attending. Additional personnel may join remotely. This type of combined approach is acceptable.**

Question 101: RFP: Section VII Technical Specifications, Item 4.1.8.1, page 35 - RFP requirement 4.1.8.1 states, "At the State's option, Vendors that remain within a competitive range must be prepared to provide a reference site within seven calendar days of notification."

Question: What criteria does the State of Mississippi use to determine what is considered an appropriate "reference site" to satisfy this requirement?

Response: **An appropriate reference site would be a similar enterprise project and solution. A similar State Agency would be preferred.**

Question 102: RFP: Section VIII Cost Information Submission, page 36 - Please confirm whether the Quantity for the two line items in the Training/Knowledge Transfer

Costs of the spreadsheets are to represent the number of users to be supported during the events or the number of events the vendor is to conduct.

Response: **The 50 units represent individuals to be trained by the Vendor as DOM experts who will carry out further DOM-internal training. The 5 units represent the administrators in one class.**

Question 103: RFP: Section VIII Cost Information Submission, page 36 - Please define 'Extended Cost'. Is this the Unit Cost times the Quantity?

Response: **Yes. The extended cost is the unit cost times the quantity.**

Question 104: RFP: Section VIII Cost Information Submission, page 36 - Should the cost of refresher training throughout the years of the contract be included in the Implementation Costs rather than under Annual Costs? If so, will the vendor be paid the amount annually?

Response: **The cost of refresher training should remain under Annual Cost. This will be paid annually. See Amendment 28 above.**

Question 105: RFP: Section VIII Cost Information Submission, page 36 - Is there a specific minimum circuit size that vendors must include in their cost proposal (prior to any required capacity increases)?

Response: **The size/capacity should fit the RFP requirements with capacity for DOM's anticipated growth.**

Question 106: RFP: Section VIII Cost Information Submission, page 36 - While the cost sheet asks for a DDI plus 5 years of operations, the standard contract seems to indicate a 5-year contract. Will the 5-year contract be inclusive of the DDI period?

Response: **No. DOM expects one year of implementation followed by five years of M&O. See Amendments 6 and 8 above.**

Question 107: RFP: Section VIII Cost Information Submission, page 36 - By deliverable, does that mean by Payment Milestone?

Response: **Yes. Attachment A to RFP No. 4243, IV. Software Administration and Security, B. Project Milestones, Item #187 states, "DOM will work with the awarded Vendor to determine overall project and payment milestones." Item 188 lists the IDA component payment milestones.**

Question 108: RFP: Section VIII Cost Information Submission, page 36 - Please confirm that Bidders are permitted to include a narrative in Section VIII, Cost Information Submission of the response and not just complete the required tables.

Response: **Yes, bidders are permitted to include a narrative.**

Question 109: RFP: Section VIII Cost Information Submission, page 36 - Does the quantity of "50" within the line item for "Initial Train-the-trainer" represent the number of trainers, the number of end users, or another value like expected hours?

Response: **This quantity represents the number of trainers/power-users who go on to train end-users.**

Question 110: RFP: Section VIII Cost Information Submission, page 36 - Does the quantity of "5" within the line item for "Administrator Training" represent the number of end users or number of sessions?

Response: **This quantity represents the number of administrators to be trained.**

Question 111: RFP: Section VIII Cost Information Submission, page 36 - In Section VIII, the first paragraph states that "vendors may add line items to any cost table to substantiate their entire offering." Could you please verify that vendors are allowed to add rows/line items to either sections of the provided cost table and itemize cost at their discretion?

Response: **Yes. Vendors may add rows/line items to either section.**

Question 112: RFP: Section VIII Cost Information Submission, page 36 - The price table states that 80% of Implementation Revenue is to be paid after successful Acceptance Test. However, Attachment A, p. 52, Item 187 lists 15 IDA component payment milestones -- which is correct?

Response: **All items listed in Attachment A, Item 188, must be completed before UAT testing is considered successful and complete by DOM, with the exception of "O. Go-live of all components of the EDL Infrastructure and Applications".**

Question 113: RFP: Section VIII Cost Information Submission, page 36 - Please confirm whether DOM expects all pricing to be shown with dollars and cents (i.e. no rounding), as this has been an expectation recently. We see no words to that effect in the RFP.

Response: **Yes. Vendor's proposed pricing should not round the cost totals up or down.**

Question 114: RFP: Section VIII Cost Information Submission, page 36 - Would DOM consider providing a spreadsheet version of the cost template (with formulas, decimals of precision, etc.), to avoid any opportunity for bidder interpretation differences?

Response: **No.**

Question 115: RFP: Section VIII Cost Information Submission, page 36 - Please confirm that Optional Items will not be included in the RFP cost evaluation scoring.

Response: **Optional items are not used in the scoring of a Vendor's proposal.**

Question 116: RFP: Section VIII Cost Information Submission, page 36 - Will Change Order Rates be evaluated for Cost scoring? (If so, how much of the 35 total cost evaluation points are allocated to Change Order Rates)?

Response: **The Change Order Rates will not be evaluated. These rates will be used in pricing any subsequent change orders.**

Question 117: RFP: Section VIII Cost Information Submission, page 36 - In the project cost matrix, the line item for "Administrator Training – system controls, security, configuration" shows a quantity of 5. Please clarify that the 5 units are 5 administrators in one class.

Response: **Yes.**

Question 118: RFP: Section VIII Cost Information Submission, page 36 - Given the impact of the current hyper-inflationary period, will the state consider allowing price adjustments to Change Order Rates based on changes to a mutually agreed upon inflation index such as US-CPI-U? (The only inflation reference we see is on p. 46, but it applies strictly to option year hosting, up to 3% max).

Response: **See Amendment 15 above.**

Question 119: RFP: Section VIII Cost Information Submission, page 36 - It is vendor's understanding that State is asking for budgetary price for hosting and third party software licenses. We understand State may be able to negotiate better rates when contracting directly with OEMs/CSP for hosting and third party software licenses leveraging contract vehicles already in place, and avoiding unnecessary reseller mark-ups. Would State accept direct contract for third-party software licenses and hosting at pre-negotiated rates if this results in significant reduction in licensing fees?

Response: **No. The State is requesting a single contract with all services and subcontractors included.**

Question 120: RFP: Section VIII Cost Information Submission, page 36 - Please advice where the vendor should list its pricing assumptions.

Response: **Pricing assumptions can be listed in RFP No. 4243, Section VIII: Cost Information Submission.**

Question 121: RFP: Section VIII Cost Information Submission, page 36 - Please let us know whether warranty will be part of M&O - Year 1 or it will be considered in implementation.

Response: **The warranty shall begin the day the subscription fee is charged to DOM.**

Question 122: RFP: Section VIII Cost Information Submission, page 36 - In the description of Base Offering during implementation, maintenance is also mentioned. Please let us know what type of maintenance is referred here.

Response: **The reference to "maintenance" has been stricken from the Cost Information Submission form. See Amendment 28 above.**

Question 123: RFP: Section VIII Cost Information Submission, page 36 - In the project cost matrix, the line item for "Initial Train-the-trainer Internal User Portal Training"

shows a quantity of 50. Please clarify that the 50 units represent instructors in one class.

Response: **Correct. These 50 units represent individuals to be trained by the Vendor as DOM experts who will carry out further DOM-internal training.**

Question 124: RFP: Section VIII Cost Information Submission, page 36 - Please clarify which of the 50 units represent end users versus trainers

Response: **These 50 units represent individuals to be trained by the Vendor as DOM experts who will carry out further DOM-internal training.**

Question 125: RFP: Section VIII Cost Information Submission, page 36 - In the project cost matrix, the State has instructed bidders to break out costs by 80% to be paid after successful Acceptance Test. 20% Retainage of each amount payable will be held until six months after acceptance of the full system. However, it's not clear how bidders should show this break out using the "Quantity/Unit Cost/20%retainage/Extended Cost" format prescribed in the cost matrix. For clarity, would the State provide an example of how to break out the 80%/20%?

Response: **Refer to Amendment 22 for updated percentages.**
Example: Implementation Services –
Quantity Column = 2
Unit Cost Column = $2,500.00
Retainage = 10%
Retainage Column = Quantity * Unit Cost * .10 = $500.00
Extended Cost Column = Quantity * Unit Cost = $5,000.00

Question 126: RFP: Section VIII Cost Information Submission, page 36 - Should the unit cost reflect the 80% and the extended cost reflect 100%?

Response: **Unit Cost should reflect actual unit cost. Extended Cost should reflect the Quantity x Unit Cost.**

Question 127: RFP: Section VIII Cost Information Submission, page 36 - By deliverable, does that mean by Payment Milestone?

Response: **Yes.**

Question 128: RFP: Section VIII Cost Information Submission, page 36 - In the project cost matrix, the line item for "Administrator Training – system controls, security, configuration" shows a quantity of 5. Please clarify that the 5 units are 5 administrators in one class?

Response: **Yes.**

Question 129: RFP: Section VIII Cost Information Submission, page 36 - In the project cost matrix, the line item for "Administrator Training – system controls, security, configuration" instructs bidders to assume a minimum of 1 annual refresher training session. Should these annual refresher trainings be included in the

"Annual Costs" table? Is the annual refresher training for up to 5 administrators in one class?

Response: **1) Yes.**
2) Yes.

Question 130: RFP: Section VIII Cost Information Submission, page 36 - The worksheet asks vendors to provide pricing for the "migration of T-MSIS processes," however, there do not appear to be associated requirements in the RFP. Can the State clarify the potential scope of work that needs to be priced?

Response: **Item 189 states that the DOM IDA solution must be scalable to support future data storage and application performance needs. The description of T-MSIS data and process migration is an example future use-case for the EDL and the scope and approach have not been defined. Rather than pricing for this specific example, DOM is requiring that the solution is capable of supporting these initiatives in the future.**

Question 131: RFP: Section VIII Cost Information Submission, page 36 - Section VIII Cost Information Submission - Please clarify if Section VIII should be submitted separately (separate file, separate USB drive from the technical submittal?

Response: **No, the Cost Information Submission does not have to be submitted separately.**

Question 132: RFP: Section VIII Cost Information Submission, page 36 - Will the state consider modifying the implementation terms to incremental milestone payments? The vendor is investing significant resources and expense during the seven-month implementation period and receiving no payment until UAT.

Response: **DOM is willing to issue incremental payments on a milestone basis.**

Question 133: RFP: Section VIII Cost Information Submission, page 36 - Please clarify what the numbers (50,5) refer to in the above table from Section VIII, page 36 (e.g., participants, deliveries)?

Response: **These 50 units represent individuals to be trained by the Vendor as DOM experts who will carry out further DOM-internal training. The 5 units represent the administrators in one class.**

Question 134: RFP: Section VIII Cost Information Submission, page 36 - What user roles will the designated participants in the train-the-trainer described in the table on page 36 of the RFP document represent? Will these user roles require differentiated training materials?

Response: **DOM Trainers will primarily work with DOM end-users and will therefore require the same roles and privileges as an average end-user. Administrator roles which would involve a higher level of access and skills, will be performed separately by the selected vendor and will likely require an administrator-specific set of materials.**

Question 135: <u>RFP: Section VIII Cost Information Submission, page 36</u> - How will these Train-the-Trainer participants support the end users, and what role will the vendor have in the rollout of end user training?

Response: **The Train-the-Trainer participants are expected to be the primary training resource for end users. The vendor is expected to act in a supporting role and may be asked to participate in training classes with end-users from time to time to evaluate and assist as needed. Ultimately, DOM expects DOM trainers to serve as the first point of contact on end-user questions about "how" to use the system.**

Question 136: <u>RFP: Section VIII Cost Information Submission, pages 36-37</u> - In the project cost matrix for Implementation Services, the Base Offering includes "Maintenance" costs. How are these maintenance costs different from the maintenance costs included in the Annual Subscription and Hosting Fees? Should regular occurring Maintenance costs be removed from Implementation Services and included in the annual costs table?

Response: **Yes, maintenance costs should only be included in the Annual Subscription and Hosting fees, and not included in Implementation Services. See Amendment 28 above.**

Question 137: <u>RFP: Section VIII Cost Information Submission, page 37</u> - "Annual Costs – Support must include toll-free telephone support 6:00 a.m. – 6:00 p.m. CST, Monday-Friday" Is this specify the Help Desk services ? If not pls clarify on below,
- Please elaborate on this " toll-free telephone support" requirements.?
- Please specify what type of support expected from the vendor during this support window.

Response: **1) 6:00 a.m. to 6:00 p.m. CST, Monday-Friday is correct.**

2) Refer to RFP No. 4243, Exhibit A: Standard Contract, Article 41, Software Support and Maintenance and Exhibit B: Liquidated Damages and Performance Standards, Item 8 for SLAs regarding Help Desk requirements. Additionally, DOM is in the process of procuring ServiceNow (Tokyo version). It is a requirement for the entire solution, and all Vendors, to integrate with DOM's ServiceNow solution. The IDA Vendor shall be Level 1 of support and beyond. The existing DOM Help Desk is for internal DOM systems and is not a part of this solution nor the Help Desk solution.

Question 138: <u>RFP: Section VIII Cost Information Submission, page 37</u> Are the optional items evaluated and scored the same way as the base offering? Are they included in the base offering technical and cost scores, or are they evaluated separately?

Response: **Optional items are not used in the scoring of a vendor's proposal.**

Question 139: <u>RFP: Section VIII Cost Information Submission, page 37</u> Section VIII Cost Proposal - Please provide an estimate of the number of state users who will be responsible for managing the data governance capabilities for the data lake.

Response: **This information is unknown at this time.**

Question 140: RFP: Section VIII Cost Information Submission, page 37, RFP Exhibit A, Article 41.2, page 60 - Section 41.2 states toll-free technical support to be available 24/7/365. However, Section VIII of the cost template states "toll-free telephone support 6:00am – 6:00pm CST M-F". Please clarify the requirement for telephone and technical support to be available.

Response: **See Amendment 14 above.**

Question 141: RFP: Section IX References, Item 1.3, page 40 - Meeting Analytics requirements requires specific solutions, talent and experience. If vendors choose to bid on the optional analytics requirements, will ITS require those vendors include an additional reference specifically from an existing Analytics client using the vendor's proposed analytics solution?

Response: **Yes. Vendors who propose an Analytics solution should include an additional reference specifically from an existing Analytics client. Vendors should always choose the references they feel would best showcase their experience for the solution.**

Question 142: RFP: Section IX References, page 41 - Subcontractor References - please confirm the vendor is required to provide three references total, and that the references can be a combination of prime and sub references.

Response: **The requirements found in the References section may be met through a combination of Vendor and subcontractor references and experience. Vendor's proposal should clearly indicate any mandatory experience requirements met by subcontractors.**

Question 143: RFP: Exhibit A, page 43 - the standard contract template (which is a SaaS agreement) provided as part of RFP is applicable for this RFP considering that our performance will be service based model and not SaaS based service? Please clarify and provide us correct service contract template for service based model.

Response: **Refer to RFP 4243, Section II: Proposal Submission Requirements, Item 10.6 states, "If the Vendor does not agree with any item in any section, then the Vendor must list the item on the Proposal Exception Summary Form".**

Question 144: RFP: Exhibit A, page 43 - The RFP asks for 3 references from the Vendor, and 3 references from each subcontractor. However, in Section IX.2 it states "Unless otherwise noted, the requirements found in the References section may be met through a combination of Vendor and subcontractor references and experience". Please clarify what is meant by meeting the requirements through a combination of Vendor and subcontractor references, if each is to provide 3.

Response: **The requirements found in the References section may be met through a combination of Vendor and subcontractor references and experience. Vendor's proposal should clearly indicate any mandatory experience requirements met by subcontractors.**

Question 145: RFP: Exhibit A, Article 2.1, page 45 - Will ITS please clarify whether the specified 5-year contract term is inclusive of the Implementation period or if this term applies to Operations and Maintenance only?

Response: **DOM anticipates 1 year of DDI, with 5 additional years of M&O. See Amendments 6 and 8 above.**

Question 146: RFP: Exhibit A, Article 3, page 46 - What is the total size (data volume in GB/TB) of historical MES Solution claims? With 100 million+ claims, is 50mbps per claim on average a fair assumption?

Response: **Historical claims data from both Gainwell and Conduent is approximately 2TB. Vendors should expect to import approximately 1TB of data originating from C-CDAs. The rate of growth of claims and C-CDA data is approximately 500GB per year. There is approximately 3TB of current and historical data in the existing solution.**

Question 147: RFP: Exhibit A, Article 3, page 46 - Does MS DOM anticipate other ecosystem partners will have the need for secure data sharing, apart from what has been explicitly listed as integration points?

Response: **Yes, and as such, the selected Vendor should build a scalable solution as described in this RFP.**

Question 148: RFP: Exhibit A, Article 3, page 46 - What is the estimated quantity and size (in GB/TB) for daily MES claims?

Response: **Approximately 70 MB per day of claims.**

Question 149: RFP: Exhibit A, Article 3, page 46 - What is the total data size (in GB/TB) of the existing MMIS archive?

Response: **The Vendor should expect to import approximately 2TB of data that originated from claims.**

Question 150: RFP: Exhibit A, Article 3, page 46 - What is the estimated quantity and size (in GB/TB) for the weekly delta MMIS system data load?

Response: **Approximately 500 MB per week in claims data.**

Question 151: RFP: Exhibit A, Article 3, page 46 - What is the estimated quantity and size (in GB/TB) for the daily Eligibility and Enrollment system?

Response: **Approximately 1MB per day.**

Question 152: RFP: Exhibit A, Article 3, page 46 - What is the estimated quantity and size (in GB/TB) for the daily load of changed beneficiary data?

Response: **Approximately 1MB per day.**

Question 153: RFP: Exhibit A, Article 3, page 46 - What is the total size (in GB/TB) of the historical CCDAs from DOM Trading Partners?

Response: **The Vendor should expect to import approximately 1TB of data that originated from C-CDAs.**

Question 154: RFP: Exhibit A, Article 3, page 46 - What is the estimated frequency of data transfer and average size (in GB/TB) for each DOM Trading Partner?
1.Three Coordinated Care Organizations
2.University of Mississippi Medical Center (Provider Trading Partner)
3.Hattiesburg Clinic and Forrest General Hospital (Provider Trading Partner)
4.Baptist Healthcare (Provider Trading Partner)
5.Singing River Health System (Provider Trading Partner)

Response: **Currently, there are 5 enterprise EHR connections, plus the CCOs, with a total of approximately 50,000 bi-directional C-CDAs flowing each day. The size of a C-CDA can vary greatly, from several MB up to approximately 50 MB. Historical claims data from both Gainwell and Conduent is approximately 2TB. Vendors should expect to import approximately 1TB of data originating from C-CDAs. The rate of growth of claims and C-CDA data is approximately 500GB per year.**

Question 155: RFP: Exhibit A, Article 3, page 46 - What is the anticipated number of potential HIE exchanges? What is the anticipated estimated quantity and size (in GB/TB) per exchange?

Response: **It would be anticipated that there would be real time and batch data exchange with the two HIEs. There are approximately 900,000 active Medicaid beneficiaries. DOM cannot estimate volumes at this time.**

Question 156: RFP: Exhibit A, Article 3, page 46 - How many Medicaid Provider's EHR systems will provide data to the MS DOM IDA? What is the estimated frequency for data load? What is the estimated quantity and size (in GB/TB) of the data from the EHRs?

Response: **Currently, there are 5 enterprise EHR connections, plus the CCOs, with approximately 50,000 bi-directional C-CDAs flowing each day. Historical claims data from both Gainwell and Conduent is approximately 2TB. Vendors should expect to import approximately 1TB of data originating from C-CDAs. The rate of growth of claims and C-CDA data is approximately 500GB per year.**

Question 157: RFP: Exhibit A, Article 3, page 46 - What type of example additional data will be provided by CCOs? What is the estimated size (in GB/TB) of this data?

Response: **C-CDAs. Historical claims data from both Gainwell and Conduent is approximately 2TB. Vendors should expect to import approximately 1TB of data originating from C-CDAs. The rate of growth of claims and C-CDA data is approximately 500GB per year.**

Question 158: RFP: Exhibit A, Article 3, page 46 - How large (in GB/TB) is the T-MSIS database? What type of database is it? Where is it hosted (on-prem or cloud)?

Response: **More details on the T-MSIS system and data is not available at this time.**

Question 159: RFP: Exhibit A, Article 3, page 46 - How many total estimated users will use the DOM Analytics solution? How many would be considered "consumers" or read only consumption of reports? How many would be considered "powered users" to have the ability to request or run an ad-hoc report?

Response: **There will be 25 initial users, with users being defined as having the ability to log in, create reports, create templates, etc. Vendors should also include pricing for blocks of 10 users beyond the initial 25, as DOM anticipates growth of users. DOM also anticipates having view-only access for other specific employees who should be limited to viewing data and reports only.**

Question 160: RFP: Exhibit A, Article 3, page 46 - Does DOM currently have any BI tools that they are looking to integrate with the DOM IDA or only the tools the vendor includes as part of the solution?

Response: **DOM currently intends to connect Microsoft Power BI to the IDA but reserves the right to connect any other BI (business intelligence) tools that may be chosen by the agency.**

Question 161: RFP: Exhibit A, Article 3.2.N, page 46 - Will the maintenance of the host site following the initial term of 5 years be part of the renewal?

Response: **If renewed, yes.**

Question 162: RFP: Exhibit A, Article 7, page 49 - What will be the warranty period for the implemented solution?

Response: **The warranty period should be for the term of the engagement.**

Question 163: RFP: Exhibit A, Article 7, page 49 - How long is the warranty period?

Response: **The warranty period should be for the term of the engagement.**

Question 164: RFP: Exhibit A, Article 7, page 49 - What is considered part of this warranty?

Response: **It is the State's expectation that implemented, functional software, or SaaS is warrantied and supported as long as the solution is operational.**

Question 165: RFP: Exhibit A, Article 7, page 49 - If the case of a multi-phased implementation, would the warranty be for each phase? Can you please elaborate on the warranty requirements in case of a multi-phase implementation?

Response: **It is the State's expectation that implemented, functional software, or SaaS is warrantied and supported as long as the solution is operational.**

Question 166: RFP: Exhibit A, Article 7.10, page 50 - What will be the scope of independent security audit? Will SOC2 audit be considered as independent security audit?

Response: **The State reserves the right to request information relative to a Vendor's references and financial status and to visit a Vendor's facilities during normal working hours, upon reasonable prior notice, and reserves the right to schedule annual site visits. The State also reserves the right to request a current financial statement, prepared and certified by an independent auditing firm, and reserves the right to require that Vendors document their financial ability to provide the products and services proposed up to the total dollar amount of the Vendor's cost proposal. The State reserves the right to request information about the Vendor from any previous customer of the Vendor of whom the State is aware, even if that customer is not included in the Vendor's list of references. Vendors shall allow the State to audit conformance including contract terms, system security and data centers as appropriate, and the State may perform this audit or contract with a third party at its discretion at the State's expense. At the State's sole discretion, Vendors may provide the State with a list of third party auditors that audit Vendor, notice of upcoming audits, and the results of all audits conducted by third party auditors, which the State may accept in lieu of the State performing audits and/or contracting with third parties to conduct audits on behalf of the State; however, the State reserves the right to conduct standalone audits outside those regularly scheduled, if needed and/or if the results of Vendor's third party audits are not sufficient to the State.**

Question 167: RFP: Exhibit A, Article 7.10, page 50 - Audits in Section 7.10 refer to meeting HITRUST requirements and ISO 27001 or are there additional requirements. If additional requirements, what standards?

Response: **Assessments are required for MARS-E framework compliance on an annual basis, including formal reporting to DOM, the State, and CMS. Ad Hoc assessments may also be required by state or federal regulators, particularly in the event of a security incident or breach.**

Question 168: RFP: Exhibit A, Article 9.3, page 52 - Can the State provide a list of all external audits related to privacy which vendor need comply to? What is the frequency of these audits?

Response: **Assessments are required for MARS-E framework compliance on an annual basis. For MARS-E 2.2, approximately a third of the controls are to be assessed annually such that all controls are assessed over a three-year period. Adhoc assessments may also be required by state or federal regulators, particularly in case of a security incident or breach, or major system change.**

Question 169: RFP: Exhibit A, Article 9.3, page 52 - A portion of this Section states: "Licensor shall maintain a hosting environment that undergoes examinations from an independent auditor in accordance with the American Institute of Certified Public Accounts SSAE 16 (i.e., SOC 1) and the AICPA Trust Services Principles Section 100a, Trust Services for Security, Availability, Processing Integrity,

Confidentiality and Privacy (i.e., SOC 2)". The AICPA SSAE 16 standards have been superseded by SSAE 18 standards. A SOC 1 audit is typically required when a contractor's scope of work involves or affects the customer's financial operations. None of the work required of the Vendor in response to this RFP involves or affects DOM's financial operations. In light of the above and in order for DOM to benefit from a lower price that would not require compliance with a SOC 1 audit, would DOM amend the RFP such that Section 9.3 of the Standard Contract requires only that the Licensor's hosting environment undergo an examination by an independent auditor in accordance with the AICPA Trust Services Principles Section 100a, Trust Services for Security, Availability, Processing Integrity, Confidentiality and Privacy (i.e., SOC 2)"?

Response: **See Amendment 10 above.**

Question 170: RFP: Exhibit A, Article 20, page 56 - Would the State be willing to limit the Hold Harmless provision to fault-based claims (i.e. claims to the extent caused by Licensor's negligence or breach of contract)?

Response: **Refer to RFP 4243, Section II: Proposal Submission Requirements, Item 10.6 states, "If the Vendor does not agree with any item in any section, then the Vendor must list the item on the Proposal Exception Summary Form".**

Question 171: RFP: Exhibit A, Article 25, page 57 - Where can the insurance requirements "as prescribed by law" be found?

Response: **Generally, these workers compensation requirements can be found under Chapter 3 of Title 72 of the Miss. Code of 1972 Annotated.**

Question 172: RFP: Exhibit A, Article 30.3, page 58 - Would the State please clarify whether this clause applies: A. only to the Vendor selected by the State to provide services, or B. to all Vendors submitting proposals in response to this RFP?

Response: **This clause applies to all Vendors submitting proposals in response to this RFP.**

Question 173: RFP: Exhibit A, Article 41.2, page 60 - Can the State please provide historical call information for the technical support provided under the Clinical Data Subproject?
a. How many help desk calls are received daily/weekly/monthly?
b. Categories of calls (data quality, access, etc.).
c. How many tickets are unresolved?
d. Who can call the help desk (DOM staff, trading partners?

Response: **a) Current support volumes average 60 calls and 10 emails per month.**
b) Most calls come from beneficiaries with questions about the opt-out process.
c) Zero. All issues are handled by the Help Desk and issues needing to be escalated to DOM staff is rare.
d) Vendors should be prepared to support issues with DOM staff, beneficiaries, other Vendors related to this project, and Trading Partners (via the EDL Help Desk). DOM does have a Help Desk and is implementing

ServiceNow (Tokyo version); however, DOM expects the Vendor to provide all Level 1 support and beyond to the users, Trading Partners, and beneficiaries for this project, and does not anticipate the DOM Help Desk providing any of these types of services for this project.

Question 174: RFP: Exhibit A, Article 41.2, page 60 - Can the State provide anticipated call information for the toll-free technical support line:
a. How many help desk calls are received daily/weekly/monthly?
b. Categories of calls (data quality, access, etc.).
c. How many tickets are unresolved?
d. Who can call the help desk (DOM staff, trading partners?

Response: **a) Current support volumes average 60 calls and 10 emails per month.**
b) Most calls come from beneficiaries with questions about the opt-out process.
c) Zero. All issues are handled by the Help Desk and issues needing to be escalated to DOM staff is rare.
d) Vendors should be prepared to support issues with DOM staff, beneficiaries, other Vendors related to this project, and Trading Partners (via the EDL Help Desk). DOM does have a Help Desk and is implementing ServiceNow (Tokyo version); however, DOM expects the Vendor to provide all Level 1 support and beyond to the users, Trading Partners, and beneficiaries for this project, and does not anticipate the DOM Help Desk providing any of these types of services for this project.

Question 175: RFP: Exhibit A, Article 45, page 62 - Please confirm that the State agrees that certain personnel are, by nature of the scope of their individual work, likely to be engaged for only specific portions of the duration of the Agreement, and not throughout the entire Agreement. For example, if the Vendor engages a Transition Manager for the beginning of the Agreement, that individual will phase out during the Operations & Maintenance phase of the project. Please confirm that the State is willing to accommodate appropriate staffing changes (aligned with project phase and scope of work as in the above example) without imposing a penalty such as the 50% total contract amount mentioned in this clause.

Response: **The State will work with the awarded Vendor on staffing plans. The State wishes to protect itself and the project by not having staff removed arbitrarily and at the Vendor's sole discretion. Refer to RFP 4243, Section II: Proposal Submission Requirements, Item 10.6 states, "If the Vendor does not agree with any item in any section, then the Vendor must list the item on the Proposal Exception Summary Form".**

Question 176: RFP: Exhibit A, Article 46, page 63 - The state is not issuing payment until the UAT period (month six) and is also requiring a 20% retainage, which places a burden on the vendor. Would the State consider a lower retainage percentage, somewhere between 2-5%?

Response: **See Amendment 28 above.**

Question 177: RFP: Exhibit B, Item 1, page 66 - Vendor understands SLAs are in place as State expects a high level of services with minimum disruption. However, SLAs can be

duplicative at time based on the nature of the incident. Would State consider adding a cap in monthly SLAs equal to a % of the value of the monthly invoices?

Response: **No. Refer to RFP 4243, Section II: Proposal Submission Requirements, Item 10.6 states, "If the Vendor does not agree with any item in any section, then the Vendor must list the item on the Proposal Exception Summary Form".**

Question 178: RFP: Exhibit B, Item 1, page 66 - How frequently does MS DOM anticipate a Disaster Recovery backup refresh process to occur? (e.g., hourly, multiple times a day, daily)

Response: **By default, daily. For critical data, a shorter refresh may be required.**

Question 179: RFP: Exhibit B, page 67-68 - SLA #1 includes a penalty of up to $5,000 per occurrence for unscheduled downtime, and SLA #3 includes a penalty of $10,000 per occurrence. Please clarify the correct penalty.

Response: **The SLA has been modified. See Amendments 43-45 above.**

Question 180: RFP: Exhibit B, page 67-68 - SLA #1 includes a chart of allowed downtime along with an SLA of 99.9% per month. Are vendors subject to the per-instance penalty or the penalty for the monthly aggregate?

Response: **The SLA has been modified. See Amendments 43-45 above.**

Question 181: RFP: Exhibit B, Item 6, page 67 - Requirement "Service Level Agreements (SLAs): 6" states, "Failure to annually meet the latest version of CMS MARS-E and attest to a MARS-E compliant environment is subject to a $10,000.00 penalty, with a $2,500.00 for each additional month out of compliance."

Question: Vendor anticipates that a situation may arise in which a new CMS MARS-E requirement included in an updated version that would require significant additional cost to implement on the part of the vendor. Vendor assumes that the State of Mississippi will work with the vendor to process a change order that allows the vendor to recoup the additional cost needed to remain compliant with the newer CMS MARS-E requirement. Is this a correct assumption?

Response: **Yes. Refer to RFP No. 4243, Exhibit A: Standard Contract, Article 44 Change Order Rate and Procedure.**

Question 182: RFP: Exhibit B, Item 8, page 68 - Please clarify whether the plus and minus symbols in the right hand column are indicative of the directionality of the SLA Credit, or whether all values indicate a "credit to DOM", regardless of the presence or absence of "+/-" in front a given value.

Response: **The "+/-" have been stricken from the requirement. See Amendment 18 above.**

Question 183: RFP: Exhibit B, Item 8, page 68 - Please clarify if what the difference is, if any, between an "SLA credit," "penalty" and liquidated damages amount.

Response: **SLA credits are the amounts that Vendor must provide as a credit in the event they fail to meet service levels as stated in the RFP. Exhibit B is modified to remove any occurrence of the word 'penalty'. Liquidated damages and SLA Credits are the same in this contract.**

Question 184: RFP: Exhibit B, page 68-69 - The table in SLA #8 indicates a (-) $8,000 for both HIGH and NORMAL problem resolution. It also indicates (+) $45,000 and $75,000 for IDA Recovery.

Please clarify what the (-) and the (+) indicate in this context.

Response: **The "+/-" have been stricken from the requirement. See Amendment 18 above.**

Question 185: RFP: Exhibit B, Item 11.e, page 69 - Requirement "Service Level Agreements (SLAs): 9" provides detail on penalties for failure of transactions to or from Medicaid Trading Partners above specified thresholds.

Related question 1: How does the State of Mississippi define and determine a "failed transaction" in relation to this penalty requirement?

Related question 2: Is vendor correct in assuming that penalties will only be assessed for transaction failures that result from failures of vendor processes or system errors and not for transaction errors determined to be caused by failures of Medicaid Trading Partners processes or system errors.

Response: **1) A failed transaction is the DOM system failing via data integrations with Medicaid Trading Partners.**

2) Yes. Liquidated Damages will only be assessed for transaction failures that result from failures of vendor processes or system error.

Question 186: RFP: Exhibit B, Item 11.e, page 69 - Requirement "Performance Requirements: 11.e" states, "Averages of more than five seconds will be considered an outage and the Vendor must be assessed damages of $2,500.00 per day."

Question: Where and how will the performance transactions be measured? Will the State of Mississippi take into account issues with state infrastructure (e.g., network connections, general internet connectivity, etc.) during their assessment?

Note: Question recognizes additional detail provided in Attachment A (page 57) - requirement VI.A.C.202.

Response: **1) As stated in the RFP, the Vendor shall provide reports on performance to DOM. DOM also anticipates implementation of Application Performance Monitoring (APM) for this project, at some future point. All Vendors and solutions shall comply and support DOM's future APM. DOM anticipates procuring an APM that complies with the OpenTelemetry standard(s);**

therefore, all Vendors and solutions shall comply with OpenTelemetry, and any future DOM APM.

2) Yes. However, it should be noted that nothing currently runs/is housed on the 'State network' for this project.

Question 187: RFP: Exhibit B, Item 12, page 70 - Requirement "Disaster Recovery: 12" states, "Licensor shall host the proposed solution in a United States-based Tier 2 data center or better."

Question: On page 21, requirement "33. Compliance with Enterprise Cloud and Offsite Hosting Security Policy" vendors are required to comply with State of Mississippi Cloud requirements. If vendor proposes a Cloud based solution will vendor be considered compliant with "Tier 2 data center" related references in this and other sections?

Note: Attachment A (page 30), requirement "E. Hosting Requirements, (including operations and performance) - 87" states, "By default, all IDA systems should be hosted in a Cloud solution.

Response: **See Amendment 19 above.**

Question 188: RFP: Exhibit B, Item 17, page 70, Att. A., Section VI, Support and Maintenance, Item D., page 58 - The RFP requires Vendors to support a zero RPO. Industry guidance suggests this level is attainable within an end-to-end solution architecture only with full duplication of technical infrastructure in an active-active configuration across multiple physical sites, or across multiple cloud recovery zones. Such architectures typically apply to high-volume transaction systems that can't afford to lose even a second's worth of data, such as financial systems and life-critical medical systems. Dual-active architectures more than double the cost of IT systems due to provisioning twice the infrastructure and the added effort to run, maintain, test, certify, and synchronize them. To prevent excessive costs and minimize the risk of exceeding approved budgets, and in light of the use case for the DOM requested solution, would DOM consider raising the RPO to a standard more in-line with enterprise data lake solutions, such as 1 hour?

Response: **Yes. See Amendment 21 above. However, the Vendor should be aware that real-time clinical interfaces share patient critical clinical data at the point of care, and as such, DOM does view the EDL as a life-critical medical system.**

RFP 4243, Section II: Proposal Submission Requirements, Item 10.6 states, "If the Vendor does not agree with any item in any section, then the Vendor must list the item on the Proposal Exception Summary Form".

Question 189: RFP: Exhibit B, Item 20, page 71, Att. A., Section II, Functional/Technical Requirements, Item H.110.a-2., page 40 - There are numerous but inconsistent references in the RFP regarding the timeframe to notify DOM of potential or suspected and actual breaches of PHI and non-public data. For instance: There is one reference to a four (4) hour notification obligation found in Attachment A, Section IV, Requirement 177(a), Page 50. There are two references to a twenty-

four (24) hour notification obligation found in Exhibit B, Section 20, Page 71 and in Attachment A, Section H, Requirement 110(a)(2). There are two references to a seventy-two (72) hour notification obligation found in Attachment B, Business Associate Addendum, Section (e) and in Exhibit F, Attachment D, Section II, Page 1. HIPAA and other governing laws and regulations permit a notification timeline that is much longer than the three different standards cited above. To resolve the inconsistencies while remaining compliant with both governing law and according an appropriate importance to notifying DOM of something as material as an actual breach, would DOM amend the RFP so that the Vendor is required to notify DOM within seventy-two (72) hours of potential, suspected, or actual breach of PHI or other non-public data?

Response: **See Amendment 42 above. DOM expects to be notified of incidents/issues as they occur, and within 4 hours of occurrence if they involve PHI. Within 24 hours, DOM may exercise penalties if written and telephone notifications to DOM have not occurred. By the end of 72 hours, the vendor should have provided the state with a list of individuals impacted by the breach as well as the scope of the breach in accordance with notification requirements.**

Question 190: RFP: Exhibit B, Item 12, page 71 - In Exhibit B, Item 21.k, Vendor Reporting Requirements and Penalties indicates that daily test results of the Provider Portal shall be reported to DOM in the monthly report. Our understanding is that the Provider Portal will be discontinued and is not a component of this RFP scope of work (Attachment A, 19, xv.). Can DOM further explain the responsibilities of the vendor pertaining to Provider Portal testing under this RFP.

Response: **Correct. The Provider Portal is not a component of this RFP scope of work and the current Provider Portal is being discontinued.**

Question 191: RFP: Exhibit B, Item 27 and 33, page 72 - There are two separate Performance Standards that overlap almost completely, would be triggered by the same event, and result in different liquidated damages. Both Performance Standard 27 and 33 are triggered by any "non-compliance with any material term of the Contract not specifically enumerated herein." Performance Standard 27 has a penalty of up to $10,000 per instance per calendar day, and Performance Standard 33 has a penalty of up to $5,000 for each failure. In order to avoid nearly duplicate Performance Standards with additive liquidated damages for the same event, would DOM delete Performance Standard 27 and its associated liquidated damage while retaining Performance Standard 33 and its associated liquidated damage?

Response: **Exhibit B, Item 33 has been removed. See Amendment 25 above.**

Question 192: RFP: Exhibit B, page 72 - The RFP states: "The Vendor shall publish on their public website any actual or liquidated damages that have been paid by Licensor within fifteen (15) business days of Licensor having paid such actual or liquidated damages, where such payment will only occur after notice of DOM approval and maintain the document on the site through the contract term."

Please clarify that this requirement pertains to liquidated damages related to this contract with DOM only?

Response: **Yes. This specification refers to liquidated damages related to this contract with DOM only.**

Question 193: RFP: Exhibit B, page 72 - Performance Standard 21(d) describes Provider user metrics and Performance Standard 21(k) defines the acceptable performance for a "Provider Portal". In light of these Performance Standards, please clarify the following: Is a Provider Access module or Portal required as part of the scope of this RFP? If a Provider Access module is in scope, what features/analytics are required and how many Provider users are expected for the system? Is the Vendor responsible for Identity and Access Management for external Provider users? Will Providers call the Vendor's IDA help desk?

Response: **A provider portal is out of scope for this RFP. Yes, providers will call the Vendor's Help Desk, in relation to the Provider EHR integration, if necessary. See Amendments 22-23 above.**

Question 194: RFP: Exhibit B, page 72 - SLA #25 has an incomplete sentence: "Vendor must provide the State a quarterly report detailing how the Vendor and datacenter are adhering to hosting requirements set forth in RFP and contract. These requirements." Please provide the verbiage to complete this sentence.

Response: **The reference to "These requirements" has been stricken from SLA Item 25 in Exhibit B of the RFP. See Amendment 24 above.**

Question 195: RFP: Exhibit B, page 72 - Please provide an example of "any other failure" that DOM determines "constitutes non-compliance with any material term of the Contract not specifically enumerated herein" as referenced in SLA #27 and SLA #33.

Response: **SLA #33 has been removed. See Amendment 25.**

Question 196: RFP: Exhibit B, page 72 - The penalty in SLA #27 is "$10,000 per instance, per calendar day" and the penalty in SLA #33 may result in an amount of "up to $5,000 for each failure." Please clarify how these two requirements are different.

Response: **Exhibit B, Item 33 has been removed. See Amendment 25 above.**

Question 197: RFP: Exhibit B, page 72 - Does this requirement include service credits?

Response: **No. The SLAs are a balancing act and allowing a Vendor to get credits for one could negate a needed SLA to ensure that the system is meeting the agency's need.**

Question 198: RFP: Exhibit B, page 72 - Many of the SLAs result in double/triple jeopardy where the vendor is penalized more than once for the same infraction. Would the State please explain whether a vendor could be penalized, more than once, for a single infraction if that infraction violates more than one performance measure?

Response: **DOM does not anticipate penalizing a Vendor using multiple SLAs for the same infraction.**

Question 199: RFP: Exhibit B, Item 32, page 72 - Performance Standard 32 states that the "[F]ailure to meet the requirements of Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Health Information Technology for Economic and Clinical Health Act (HITECH), and the implementing regulations thereunder, including but not limited to the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and 164, as amended (between $1,000 and $100,000 per incident, per calendar day). An incident means, with respect to protected health information (PHI), (i) any successful Security Incident which results in or is related to unauthorized access, use or disclosure of PHI, (ii) Breach of Unsecured PHI, or (iii) any loss, destruction, alteration, or other event in which PHI cannot be accounted for." The reference to a liquidated damage of between $1,000 and $100,000 per incident is not clear. Please clarify that by specifying a range, DOM is stating that the actual amount per incident shall depend upon the number of members whose PHI has been subject to the "incident"? If not, how will the specific liquidated damage amount be calculated?

Response: **The amount of liquidated damages assessed by DOM does not solely depend on the number of members whose PHI is the subject of the incident. Rather, it is one factor that DOM may, in its sole discretion, use to calculate the amount of liquidated damages. DOM may also consider other factors in calculating liquidated damages including, but not limited to, the specific type of PHI accessed, used, or disclosed, whether the incident it is a one-time occurrence or a repeat incident, the egregiousness of the incident, and/or other circumstances surrounding the incident. DOM may take some or all of these factors into consideration in determining the amount of liquidated damages.**

Question 200: RFP: Exhibit B, Item 32, page 72 - Is the State willing to negotiate a reasonable monthly cap on liquidated damages that may be assessed against the Licensor?

Response: **Refer to RFP 4243, Section II: Proposal Submission Requirements, Item 10.6 states, "If the Vendor does not agree with any item in any section, then the Vendor must list the item on the Proposal Exception Summary Form".**

Question 201: RFP: Exhibit B, Item 34, page 72 - Will the State please explain the purpose of the publication requirement for actual and liquidated damages paid by Licensor?

Response: **See Amendment 26 above.**

Question 202: RFP: Exhibit B, Item 32, page 72 - Is the State willing to agree that assessment of actual or liquidated damages, as applicable, is the State's sole remedy under the Contract for failure to meet a contract requirement?

Response: **No. Art. 4 § 100 of the Constitution prohibits the State from waiving any obligation or liability owed to it.**

Question 203: RFP: Exhibit B, Item 32, page 72 - Is there any contract performance failure in which the State is retaining the right to assess liquidated damages in an amount that is not specifically agreed to in the RFP/Contract (i.e. at either a set amount or range)? If so, please clarify the type(s) of performance failure in which that could arise.

Response: **If a particular type of contract performance failure is not captured under the liquidated damages provisions of the Contract, the State would have any available remedy as otherwise specified in the contract and under law in accordance with Art. 4 § 100 of the Constitution, which prohibits the State from waiving any obligation or liability owed to it.**

Question 204: RFP: Exhibit B, Item 32, page 72 - Is the State willing to remove the publication requirement for actual and liquidated damages paid by Licensor?

Response: **Refer to RFP 4243, Section II: Proposal Submission Requirements, Item 10.6 states, "If the Vendor does not agree with any item in any section, then the Vendor must list the item on the Proposal Exception Summary Form".**

Question 205: RFP: Exhibit B, page 73 - The section refers to "ranges set forth below", but there does not appear to be any defined ranges specified. Will ITS please clarify the monetary amount of liquidated damages related to DOM-incurred administrative costs due to Vendor performance failures??

Response: **See Amendment 27 above.**

Question 206: RFP: Exhibit B, Item 32, page 72 - Will the State please clarify to what "within the ranges set forth below" in Paragraph 37 refers?

Response: **See Amendment 27 above.**

Question 207: RFP: Attachment C, page 83 - Please clarify the order of precedence between Exhibit D 2020, Exhibit D Original, and Exhibit D Amendment. Is Exhibit 2020 the latest version.

Response: **Exhibit D Original: A Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the State of Mississippi was signed. Effective 07/01/2017 through 12/31/2018.**

Exhibit D Amendment: The Agreement was amended effective 01/01/0219 through 12/31/2019.

Exhibit D 2020: A new Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the State of Mississippi was signed. Effective 01/01/2020 through 06/30/2021.

Refer to Exhibit D_2021, which is incorporated herein by reference and posted on the same website location as this Questions and Clarification Memorandum. It is the most recent version.

Question 208: <u>Att. A, Section I.A, page 1</u> - Item 6) seems to indicate a point-by-point response to technical specifications (Attachment A), as noted in paragraph 3, Functional and Technical Requirements. Item 9) also points to Attachment A. Please clarify what is the difference between both in terms of responding to the Functional and Technical Specifications? Would the response itself to Attachment A be in 9), and 6) just a cross-reference to 9)?

Response: **Section VII Technical Specifications, Items 1-4 are included for informational purposes and responding Vendors should respond to these statements. The "Functional and Technical Specifications" in which Vendors are expected to provide a point-by-point response are in Attachment A, beginning with Item 24.**

Question 209: <u>Att. A, Section I.A, Item 1, page 1</u> - Can Bidder's begin their response to this attachment with "D. General Requirements", where #24 begins and remove the instructions and extraneous diagrams and table from the response document?

Response: **Yes.**

Question 210: <u>Att. A, Section I.A, Item 1, page 1</u> - Please clarify whether respondents must respond to every single outline point individually, regardless of heading level, or whether it is acceptable to group responses under related subheadings. If lower level subheadings are permitted to have grouped responses, please clarify which heading levels may be answered in this way (e.g. 46 vs 46.e vs 46.e.1 vs 46.e.1.a) For example, 46.e.1 contains subheadings a-k. In this case, would it be acceptable to respond to all level 4 subheadings (a-k) as a group, or does the State require these headings to be separated, with individual responses under each of items a-k? Thank you.

Response: **For the functional and technical response requirements relevant to this procurement, please refer to the Attachment A document. Vendors must follow the requirements listed in the Attachment A, General, A. How to Respond section. Vendors must respond to each numbered paragraph/section and all subsections individually.**

Question 211: <u>Att. A, Section I.A.6-7, Item 1, page 1</u> - Please confirm that the state is requesting "explicit details" described in 7 only for an outline point that "asks a question or requests information" (as described in 6), and does not require "explicit details" for every single outline item. Similarly, please confirm that for outline points that appear to be informational in nature, that the "Will Comply" response is sufficient for responsiveness. (The respondent acknowledges that, for some Attachment A outline sections, the State has requested details at the top of a group of outline points, rather than next to the individual outline points. We are requesting clarification about items where this is not the case.) Thank you.

Response: **Yes. Vendors need only provide detailed answers where they are requested. However, detailed responses are always preferred. "Will Comply" is sufficient for requirements that are informational in nature.**

Question 212: <u>Att. A, Section I.C, Item 12, page 5</u> - Can the state please clarify if the approximately 1,000 employees supporting DOM per the RFP, are the total number of all users that are expected to interface with the Vendor's help desk for potential support?

Response: **No, 1,000 employees are not expected to interface with the Vendor's Help Desk. There will be 25 initial users, with users being defined as having the ability to log in, create reports, create templates, etc. Vendors should also include pricing for blocks of 10 users beyond the initial 25, as DOM anticipates growth of users.   DOM also anticipates having view-only access for other specific employees who should be limited to viewing data and reports only.**

Question 213: <u>Att. A, Section I.C, Item 16, page 5</u> - Section C Item 16 states: "Vendor's response must include a description of the methodology to be followed in accomplishing each requirement to demonstrate the Vendor's understanding of this RFP." It is our understanding that the Vendor should only respond to outline points #24 through #232 of Attachment A. Based upon this understanding, where should our response to outline point #16 be included within the response (Section/Outline Point# Reference)?

Response: **The State expects the Vendor to provide responses to each requirement in the order that they are listed or provide clear instructions on the location of the response. The State expects that a description of the methodology would be included in each response as appropriate.**

Question 214: <u>Att. A, Section I.C, Item 17, page 5</u> - Section C Item 17 states: "Vendor's response must include information about past performance results for similar work in a Medicaid environment, which include lessons learned from those projects and how they will be applied to this project." It is our understanding that the Vendor should only respond to outline points #24 through #232 of Attachment A. Based upon this understanding, where should our response to outline point #17 be included within the response (Section/Outline Point# Reference)?

Response: **The State expects the Vendor to provide responses to each requirement in the order that they are listed or provide clear instructions on the location of the response.   The State expects that the Vendor would include information about past performance results that are relevant for each outline point to support Vendor's explanation.**

Question 215: <u>Att. A, Section I.C, page 6</u> - Please provide more detail on how the existing Verato EMPI will be used in the EDL - if possible, provide sample workflow to show touch points. Please confirm that the Verato contract will be responsible for providing the access for data stewards to reconcile duplicate records and that this activity is outside the scope of the EDL vendor. Will Verato provide the EMPI data to the data lake for direct usage? Will the vendor have to directly query Verato?

Response: **Yes, all are correct. These assumptions about the workflow of the EMPI are correct. The general guidelines for interactions with the Verato EMPI:**

1) The EDL solution should leverage the EMPI in a timely manner to maintain the single best record (SBR) for all of a beneficiary's data.
2) The Eligibility and Enrollment from Conduent is the preferred source of truth of data of DOM beneficiaries.
3) The EDL should ensure data integrity across its data repositories, and synch with its source systems regularly.

Question 216: Att. A, Section I.C, page 6 - Can ITS provide details on networking connectivity to the services that the solution will integrate with (e.g., within what cloud is the ESB, Verato and NextGate hosted and what connectivity options exist)?

Response: **The ESB is hosted in AWS, as is the Verato EMPI.**

Question 217: Att. A, Section I.C, Item 18.b.i, page 6 - b.i. Please provide the estimated size of each of the referenced data loads:
•One time historical claims load,
•daily load of claims,
•daily load of beneficiaries,
•historical load of select C-CDA,
•daily load of new data received from DOM Trading Partners.
•If exact data sizes are unknown please provide an estimate so that all bidders are using the same metrics to ensure to ensure pricing is comparable for DOM.

Response: **1) One-time historical claims load: approximately 3TB of data.**

2) daily load of claims: Historical claims data from both Gainwell and Conduent is approximately 2TB. Vendors should expect to import approximately 1TB of data originating from C-CDAs. The rate of growth of claims and C-CDA data is approximately 500GB per year. There is approximately 3TB of current and historical data in the existing solution.

3) daily load of beneficiaries: Historical claims data from both Gainwell and Conduent is approximately 2TB. Vendors should expect to import approximately 1TB of data originating from C-CDAs. The rate of growth of claims and C-CDA data is approximately 500GB per year. There is approximately 3TB of current and historical data in the existing solution.

4) historical load of select C-CDA: approximately 1TB

5) daily load of new data received from DOM Trading Partners: Currently, there are 5 enterprise EHR connections, plus the CCOs, with a total of approximately 50,000 bi-directional C-CDAs flowing each day. The size of a C-CDA can vary greatly, from several MB up to approximately 50 MB. Historical claims data from both Gainwell and Conduent is approximately 2TB. Vendors should expect to import approximately 1TB of data originating from C-CDAs. The rate of growth of claims and C-CDA data is approximately 500GB per year. There is approximately 3TB of current and historical data in the existing solution.

Question 218: Att. A, Section I.C, Item 18.b.i, page 6 - How much space in terms of the number of GB is the historical claims data from both Gainwell and Conduent?

Response: **Historical claims data from both Gainwell and Conduent is approximately 2TB. DOM will require the loading of reference data, provider data, and member data, as well as other data held in DOM systems. Data to be loaded, typically via an EDL process, will be further defined during the design phase of the project.**

Question 219: Att. A, Section I.C, Item 18.b.iv, page 6 - How much space in terms of the number of GB is the CCDA information?

Response: **Vendors should expect to import approximately 1TB of data originating from C-CDAs.**

Question 220: Att. A, Section I.C, Item 18.b.iv, page 6 - What is the rate of growth on the claims and the CCDA information per year?

Response: **The rate of growth of claims and C-CDA data is approximately 500GB per year.**

Question 221: Att. A, Section I.C, Item 18.g.iv, page 6 - Section C. Item 18.g.iv lists "Reduce data quality errors" as a high level goal of the RFP. Are there specific Data Quality measures DOM is looking to improve? Are there specific Data Issues DOM can share?

Response: **There are no specific quality measures or issues being referenced in this statement. The intent of this requirement is to "minimize" data quality errors.**

Question 222: Att. A, Section I.C, page 8 - Please confirm the data exchanges and connections shown on Figure 2: Proposed Interoperability Solution (IDA) Future State, and those not shown as IDA

Response: **DOM has connected with Epic EHRs for real time query and exchange, using IHE Standards and C-CDA clinical documents. DOM has also connected to the Medicaid Care Coordination Organizations, for C-CDA data feeds in an inbound only (to DOM) data exchange process. DOM is averaging approximately 50,000 C-CDAs exchanged per day.**

Question 223: Att. A, Section I.C, page 8 - Do you have any other active implementations other than the ones mentioned in the RFP that might impact this project?

Response: **Yes. There are multiple ongoing projects within DOM.**

Question 224: Att. A, Section I.C, page 8 - In our experience, one of the significant challenges in implementation is lack of available documentation from current and historic systems. Is the State able to share technical documentation for current systems (e.g., Conduent's E&E) systems?

Response: **As much as possible, yes. Upon award of the RFP, the selected Vendor will have access to documentation for current systems, except for documentation which may contain privileged and/or proprietary**

information. As needed, DOM will facilitate communication with internal subject matter experts and partner Vendors in order to ensure the selected Vendor has the information necessary to succeed in meeting the RFP requirements.

Question 225: <u>Att. A, Section I.C, Item 19.b.i, page 8</u> – How will the Medicaid Providers Electronic Health Record systems data be made available and in what format?

Response: **The Vendor will receive historical claim data, and ongoing claim data, as well as historical clinical data (C-CDAs) and ongoing clinical data. DOM anticipates this data to be the foundational data to share via the APIs.**

Question 226: <u>Att. A, Section I.C, Item 18.g.ix., page 9</u> - It states the high level goals for the IDA RFP includes the need to meet CMS Final Rule of 2020. However the Patient Access components, Provider Directory and P2P requirements which are key components of said CMS Rule are listed as optional. In that case, a) how is DOM expecting to meet the Final Rule is it not considering the option in the selected vendors proposal? ; b) is DoM looking for proposals which are only confined to the CMS FInal rule related components or does it have to be part of the larger set of requirements?

Response: **A. DOM will continue to work with CMS on the overall strategy.**
B. No, stand-alone API responses will not be considered. Additionally, the vendor shall include all required solutions to meet the CMS Proposed Final Rule of 2022 for Prior Authorization, including associated pricing, in their proposal.

Question 227: <u>Att. A, Section I.C, Item 18.g.ix., page 9</u> - What types of documents are the CCOs sending to DOM using XDR?

Response: **C-CDAs.**

Question 228: <u>Att. A, Section I.C, Item 19.d.xii., page 9</u> - xii. The RFP notes the legacy CDR and EMPI has an integration service that removes non-Medicaid patients from entering the CDR. Please clarify if the bidder must re-create this integration service or if this filter will be handled by the ESB.

Response: **The Vendor shall re-create this process to ensure only Medicaid active beneficiaries are available in the EDL. The ESB will not perform this service.**

Question 229: <u>Att. A, Section I.C, Item 19.e.i., page 10</u> - Will data analytics be required to flow back into the data lake?

Response: **The Analytics solution should use data from the EDL. DOM does not anticipate analytics reports flowing back into the EDL at this time.**

Question 230: <u>Att. A, Section I.C, Item 19.vi., page 10</u> - The current CDR and CDIP mentions "State or Federal Agencies" and "vendors" as current Trading Partners. These entities are not listed in the requirements for the IDA Program. Are these integrations in scope and if so could the State provide further requirements?

Response: **Refer to Attachment A, Item 51 for a comprehensive list.**

Question 231: Att. A, Section I.C, Item 20, page 10 - Is there another vendor working on any of the requested APIs.

Response: **No.**

Question 232: Att. A, Section I.C, Item 20, page 10 - Can ITS provide a list of the APIs that are being separately pursued for development? Can ITS clarify how these APIs will connect to the IDA solution (e.g., through the ESB or in a different direct manner)?

Response: **All FIHR APIs will connect from the IDA solution to the end user (provider, beneficiary, and payer) in a direct manner. It is DOM's vision that all other APIs connect via the existing and/or future ESB.**

Question 233: Att. A, Section I.C, Item 23, page 10 - This Section states that "Prior to contract execution, the awarded Vendor shall be required to execute DOM's Business Associate Agreement (BAA) and may be required to execute Non-Disclosure Agreements with other DOM Vendors." No template Non-Disclosure Agreement was provided in the RFP. Please clarify whether the Non-Disclosure Agreement with other DOM Vendors is based on a template that both the awarded Vendor and other DOM Vendors will be required to sign or if the awarded Vendor is expected to negotiate its own Non-Disclosure Agreement with each DOM Vendor? If it is the former, please provide a copy of the template Non-Disclosure Agreement.

Response: **See Amendment 30 above.**

Question 234: Att. A, Section I.D, page 11 - Please verify whether EMPI project is complete at this time or will be complete by the start of this project in May 2023.

Response: **The Verato EMPI should be ready to support this project.**

Question 235: Att. A, Section I.D, page 11 - Given the language indicating that the Gainwell ESB will handle all data connections, does this mean that Gainwell will create and manage the connections to outside entities such as the two state HIE's? Please provide information regarding the timeframe for replacement ESB project to begin/end.

Response: **Yes. DOM is working on the ESB replacement project, and does not have a timeframe.**

Question 236: Att. A, Section I.D., Item 24, pages 11 - Please provide a revised link and/or copy RFP 4283 as the link cited in the RFP goes to a page that says "The Page you are looking for doesn't exist."

Response: **You may access the RFP by going to www.its.ms.gov, click on Procurement, click RFPs and Sole Sources, click RFPs and Sole Sources Closed, and enter 4283.**

Question 237: <u>Att. A, Section I.D, Item 25, page 11</u> - The RFP states that integration with the new Verato EMPI is out of scope (p.6 f.). The future state diagram shows the EMPI sitting behind the State's ESB (p.8).

1. Should the new IDA solution integrate with the current NextGate EMPI through the ESB, and then subsequently the front end ESB interface will move to Verato (i.e., the IDA solution connection to the ESB remains the same)?

2. Or should the IDA solution integrate directly with NextGate, and once the State implements Verato, the interface will be through the ESB? (Future State p.11 Item 30)?

Response: **1) No.**
2) No.
The Vendor should plan to integrate through the ESB with Verato for this project. There will be no integration with NextGate.

Question 238: <u>Att. A, Section I.D., Item 27, pages 11</u> - Item 27 requires that the proposed solution include all integration, testing, operational support, data quality services, vendor to vendor communication, and support between components as well as with the EMPI. Would DOM consider the issuance of Change Orders in case delays on the EMPI project impact the RFP scope?

Response: **DOM may consider it. However, the EMPI project is currently underway.**

Question 239: <u>Att. A, Section I.D., Item 27, pages 11</u> - Could DOM expand upon expectations for data quality within the solution? Is the vendor supposed to analyze data and report on data quality to sources? Is the vendor expected to manipulate the data received in the data lake to improve it?

Response: **1) Ultimately, it is the EDL Vendor who must assist DOM in ensuring data quality within the solution, from the various sources systems and services. Data transformation will be required in the EDL.**
2) Yes.
3) Yes, however the original data should also be kept.

Question 240: <u>Att. A, Section I.D, Item 28, page 11</u> - Since the IDA vendor is exposed to the costs related to the ESB change, we would like to better understand what to expect. Will the replacement ESB expected to maintain backwards compatibility for API's reducing the effort to switch to only activities such as updating endpoints and certificates?

Response: **Yes, that would be DOM's expectation.**

Question 241: <u>Att. A, Section I.D, Item 29, page 11</u> - Does the State have existing tools or standards for de-identification?

Response: **No. DOM has no existing tools for de-identification that can be used for this project.**

Question 242: <u>Att. A, Section I.D, Item 29, page 11</u> - Is a de-identification tool part of the scope of the RFP?

Response: **Yes. The de-identification tool is part of the scope of this RFP.**

Question 243: Att. A, Section I.D, Item 30, page 11 - The RFP states that "The existing DOM Interoperability Platform ESB provided by Gainwell Technologies, (Gainwell) formerly known as DXC MS LLC, and formerly known as HP Enterprise, is not in scope for this procurement. Gainwell currently maintains connectivity from the DOM Interoperability Platform (ESB) to the external provider Trading Partners, as defined in Figure 1, and will assist the Vendors in the migration of these connections from their existing Web Services interfaces to Fast Healthcare Interoperability Resources (FHIR) APIs. All components of the new APIs, IDA solution, and the new EMPI, provided by Verato, shall integrate with the DOM Interoperability Platform (ESB) as the connectivity and interoperability broker, and work with Gainwell for integration and operations for all data transmissions, as well as technical support coordination. It is DOM's vision that in the future, DOM will procure a new ESB, as a component of the new DOM Integration Layer, and thereby replace the existing DOM Interoperability Platform (ESB). The proposed solution must migrate from the existing DOM Interoperability Platform (ESB) and integrate with the new DOM Integration Layer, including using the Integration Layer's ESB component, Identity Management and Authentication Component, and FHIR services." Should the Vendor's proposal include costs for this future migration?

Response: **Yes. Include in the total, separate costs for integration with the new (future) DOM ESB or provide change order rates to accomplish this integration.**

Question 244: Att. A, Section I.D., Item 30, pages 11 - Please provide details on the technologies and products used for the DOM Interoperability Platform. Please also provide an estimate as to when it may be replaced.

Response: **The Gainwell ESB is an Enterprise Service Bus, supporting both batch and real-time transactions. Replacement of the existing Gainwell ESB is not in scope for this project.**

Question 245: Att. A, Section I.D., Item 30, pages 11 - Please confirm if the new Verato EMPI solution will be in production before the IDA DDI begins. If not, when should IDA bidders assume the EMPI solution will be in production?

Response: **Vendors should assume the new EMPI will be in production.**

Question 246: Att. A, Section I.D., Item 30, pages 11-12 - Requirement "D. General Requirements - 30", indicates that "It is DOM's vision that in the future, DOM will procure a new ESB, as a component of the new DOM Integration Layer, and thereby replace the existing DOM Interoperability Platform (ESB)."

Question: When is DOM planning to replace the existing ESB (e.g., month/year of planned implementation go-live of replacement ESB)? Note: Page 53 indicates this will occur in late 2023 or early 2024. This question is asking for a more specific timeframe to the extent possible.

Response: **The stated timeframe in the RFP remains the same.**

Question 247: Att. A, Section I.D, Item 31, page 12 and RFP page 67 - Attachment A, Section D. General Requirements, Requirement 31 states that "Vendors must annually attest to meeting the latest version of CMS Minimal Acceptable Risk Standards for Exchanges (MARS-E) and annually attest to a MARS-E compliant environment." A similar annual frequency is referenced in the performance standard found in Exhibit B, Section 6 that states "Failure to annually meet the latest version of CMS MARS-E and attest to a MARS-E compliant environment is subject to a $10,000.00 penalty, with a $2,500.00 for each additional month out of compliance."

1.   Please clarify whether DOM expects the Vendor to perform the first annual CMS MARS-E assessment prior to Go Live and annually thereafter, or whether the first annual CMS MARS-E assessment can be delayed until one year after the project start and annually thereafter?

2.   MARS-E only requires that an "independent" assessment be made regarding whether the latest version of MARS-E standards is met. "Independence" under MARS-E can be met either by an unaffiliated third party or by the Vendor. If done by the Vendor, the Vendor is considered to be "independent" if the portion of the Vendor's organization is not part of the developmental or operational portions of the Vendor's business. Please clarify whether DOM requires that the MARS-E assessment be done by an unaffiliated third party or whether it could be done by the Vendor's organization provided the above independence standard is met??

Response: **1) DOM expects the awarded Vendor to perform the first annual CMS MARS-E assessment one year after go-live and annually thereafter.**
2) The requirement of an independent third-party assessor excludes the awarded Vendor's company and their own internal audit team for performing the assessments.

Question 248: Att. A, Section I.D, Item 32, page 12 - Has DOM defined CMS-required and state-specific outcomes and initial metrics for this procurement as part of Streamlined Modular Certification (SMC) or will Vendor help define?

Response: **DOM expects the awarded Vendor to help define.**

Question 249: Att. A, Section I.D, Item 34, page 12 - Will the State provide a repository for deliverables such as User Guides, reporting and analytics?

Response: **No, the awarded Vendor shall provide.**

Question 250: Att. A, Section I.D., Item 35 and 43, pages 12-13 - The requirements for these two articles appear to be virtually identical. Please clarify what the difference is between the two requirements.

Response: **See Amendment 32 above.**

Question 251: Att. A, Section I.D., Item 37, page 12 - Item 37 requires the Vendor to collaborate at no cost on transition from the incumbent, and Item 37 b requests a transition to a successor, should the bidder propose an estimated cost based on some assumptions for the transition out?

Response: **Yes.**

Question 252: Att. A, Section I.D, Item 37, page 12 - Which "Vendor" is responsible for the End-of-Contract Transition Plan? The incoming ("awarded") vendor or out-going ("incumbent") vendor. Please clarify.

Response: **The incumbent Vendor holds that responsibility.**

Question 253: Att. A, Section I.D., pages 13 Could DOM clarify the population of users the Help Desk is serving? Are they DOM users? Interface partners? Could Help Desk services after hours be provided by on-call staff? We assume that the volumes – especially after hours -- are low for this type of Help Desk.

Response: **1) Current support volumes average 60 calls and 10 emails per month.**
2) Most calls come from beneficiaries with questions about the opt-out process.
3) Zero. All issues are handled by the Help Desk and issues needing to be escalated to DOM staff is rare.
4) Vendors should be prepared to support issues with DOM staff, beneficiaries, other vendors related to this project, and Trading Partners (via the EDL Help Desk). DOM does have a Help Desk and is implementing ServiceNow (Tokyo version), however, DOM expects the vendor to provide all Level 1 support and beyond to the users, Trading Partners, and beneficiaries for this project, and does not anticipate the DOM Help Desk providing any of these types of services for this project.

Question 254: Att. A, Section I.D., Item 39, pages 13 - Item 39 states that SLAs are anticipated, would the State consider the negotiation of some of the SLAs, if the vendor demonstrates that the alternative is most cost effective to the State?

Response: **Yes. RFP 4243, Section II: Proposal Submission Requirements, Item 10.6 states, "If the Vendor does not agree with any item in any section, then the Vendor must list the item on the Proposal Exception Summary Form".**

Question 255: Att. A, Section I.D., Item 43, pages 13 - Please provide specifications for help desk operations support with expectations of 24/7/365 or other.
a) Is currently any other providing helpdesk support, and will that continue?
b) Hours of Operation? Please specify
What is the current call volume of helpdesks
c) Number of monthly email transactions (Email & Voicemail)

Response: **a) The current CDIP solution has a Help Desk, which will be decommissioned after go-live of this project. DOM is in the process of procuring ServiceNow (Tokyo version). It is a requirement for the entire solution, and all vendors, to integrate with DOM's ServiceNow solution. The IDA vendor shall provide Level 1 of support and beyond for Trading**

Partners, users, and beneficiaries. The existing DOM Help Desk is for internal DOM systems and is not a part of this solution nor the Help Desk solution for this project.
b) The Help Desk hours are 6:00 a.m. to 6:00 p.m. Central Standard Time, Monday through Friday. See Amendment 14 above.
c) Current support volume averages 60 calls per month and 10 emails per month.

Question 256: Att. A, Section I.D., Item 43, pages 13 - Does DOM currently have a central help desk that the offeror's IDA helpdesk will need to interact with? If so, please provide the vendor used for DOM's help desk.

Response: **DOM does have a Help Desk, and is implementing ServiceNow (Tokyo version), however, DOM expects the vendor to provide all Level 1 support and beyond to the users, Trading Partners, and beneficiaries for this project, and does not anticipate the DOM Help Desk providing any of these types of services for this project.**
1) Current support volumes average 60 calls and 10 emails per month.
2) Most calls come from beneficiaries with questions about the opt-out process.
3) Zero. All issues are handled by the Help Desk and issues needing to be escalated to DOM staff is rare.
4) Vendors should be prepared to support issues with DOM staff, beneficiaries, other vendors related to this project, and Trading Partners (via the EDL Help Desk). DOM does have a Help Desk and is implementing ServiceNow (Tokyo version), however, DOM expects the vendor to provide all Level 1 support and beyond to the users, Trading Partners, and beneficiaries for this project, and does not anticipate the DOM Help Desk providing any of these types of services for this project.

Question 257: Att. A, Section II.D., Item 46, pages 13 - The RFP States: "Vendor must ensure that secure protection, backup, and DR measures are in place and operational as a prerequisite to cutover from the current operations and maintenance (O&M) Vendor to the awarded Vendor's hosting and operations of the production components (i.e., for end of Start-Up Period) and for the duration of the contract. Vendor must ensure no loss of data or configuration of the environments." It is our understanding that the IDA program is a new solution and there will be no transfer of current operations and maintenance of a legacy solution. Please clarify if the vendor is expected to take over a legacy vendor solution.

Response: **No, there will be no legacy solution takeover.**

Question 258: Att. A, Section II.D., Item 46, pages 13 - The Vendor is required to complete several tasks falling under the Start Up Period within a thirty (30) calendar day period. Most of the tasks require that the Vendor submit the deliverable (and not obtain DOM approval) within this 30-calendar day period. The one exception that is noted below is for the Technical Operations Plan, where the Vendor must submit the draft Technical Operations Plan within 15 business days, Project Management Plan (within 10 business days), Project Work Plan (within 10 business days), Technical Operations Plan (within15 business days for first draft but acceptance is required within the first 30 calendar days), Software

Deployment Plan (within 15 business days), and Transition Plan (within 15 business days).   Please clarify the following through an amendment to the RFP: 1. Is the standard deliverable review and approval protocol 10 days for DOM review, 5 days for Vendor to revise/resubmit and 5 days for DOM review/approval final version (10-5-5) or something else?   2. Given that with respect to the Technical Operations Plan, there may only be 10 calendar days left in the 30-day period, would DOM permit acceptance of the TOP extend beyond the 30-day period?

Response: **1) Yes.**
               2) Yes.

Question 259: <u>Att. A, Section II.D., Item 46.a, pages 13</u> -   Requirement "D. General Requirements - II. FUNCTIONAL/TECHNICAL REQUIREMENTS - A. Start-Up Period Requirements - 46a", states "Onsite kick-off meeting must be held within five business days of contract execution."

Question: Is this requirement meant to convey that all proposed key team members need to be "onsite in Mississippi" or can the demonstration be done via an online meeting? If onsite does that mean all proposed key team members need to be onsite or can a subset of proposed key team members join remotely?"

Response: **The kickoff meeting will need to be attended by the majority of key personnel in Jackson, Mississippi. Additional personnel may join remotely. It is DOM's expectation that key personnel are onsite regularly and appropriately.**

Question 260: <u>Att. A, Section II.A., Item 46.c, pages 14</u> - Please clarify, will DOM interview all key personnel? If yes, mode of interview preferred?

Response: **DOM reserves the right to interview all key personnel. It is anticipated that a mixture of offsite and onsite interviews will be conducted.**

Question 261: <u>Att. A, Section II.A., Item 46.d, pages 14</u> - Ideally project plan is drafted and reviewed at high level and refined post requirements discussions. Could you please clarify if a high level draft version of project plan or baselined version of project plan is expected within ten days of contract execution?

Response: **A high-level project plan would be acceptable within 10 days of contract execution.**

Question 262: <u>Att. A, Section II.A., Item 46.e.2, pages 14</u> - What updates are expected in PWP for this bi-weekly frequently? Please specify the requirements.

Response: **Project work plan updates would include, but not be limited to:**
               - High-level project health outlook
               - Highlighted changes to schedule, scope, tasks, resources, etc.
               - Summary of change impacts and mitigation plans.

Question 263: <u>Att. A, Section II.A., Item 46.g.13, pages 15</u> - Requirement "II.A.46.a.g.13" refers to "State Application Performance Monitoring (APM) tool integration into hosting platform."

Question: Please provide additional information on the APM tool(s) used by the State of Mississippi (e.g., tool, version, etc.)?

Response: **As stated in the RFP, the Vendor shall provide reports on performance to DOM. DOM anticipates implementation of Application Performance Monitoring (APM) for this project, at some future point. All vendors and solutions shall comply and support DOM's future APM. DOM anticipates procuring an APM that complies with the OpenTelemetry standard(s); therefore, all vendors and solutions shall comply with OpenTelemetry, and any future DOM APM.**

Question 264: <u>Att. A, Section II.A., Item 46.g.13, pages 15</u> - The RFP requires a State Application Performance Monitoring (APM) tool integration into hosting platform. Please identify the APM tool.

Response: **As stated in the RFP, the Vendor shall provide reports on performance to DOM. DOM also anticipates implementation of Application Performance Monitoring (APM) for this project, at some future point. All Vendors and solutions shall comply and support DOM's future APM. DOM anticipates procuring an APM that complies with the OpenTelemetry standard(s); therefore, all Vendors and solutions shall comply with OpenTelemetry, and any future DOM APM.**

Question 265: <u>Att. A, Section II.A., Item 46.k.4, pages 15</u> - Is any tracking tool used for Hardware Inventory,Software Licenses etc.., ? If so, please specify the tool being used.

Response: **DOM is in the process of procuring ServiceNow (Tokyo version). It is a requirement for the entire solution, and all vendors, to integrate with DOM's ServiceNow solution. The IDA vendor shall be Level 1 of support and beyond. The existing DOM Help Desk is for internal DOM systems and is not a part of this solution nor the Help Desk solution.**

Question 266: <u>Att. A, Section II.A., Item 46.n, pages 15</u> - It is our understanding that the IDA program is replacing the MedeAnalytics solution and that there is no current Data Lake environment. 46n requires a plan to take over all contract activities within 30 calendar days. This does not align with the 6-month DDI period projected in the Procurement Project Schedule on page 32 of the RFP. Please provide more information on the expected activities in the first 30 days as the data lake will not be fully configured and ready to accept data within that timeframe.

Response: **46N is for a Transition Plan. The timeframes in the Project Schedule are estimates, and DOM will work with the Vendor on the overall project timeframes.**

Question 267: <u>Att. A, Section II.B, page 16</u> - Is DOM bringing its own tools to do the analysis? If so, which ones? If not, is the IDA vendor required to supply the tools (even if Optional Analytics services are not purchased)?

Response: **DOM anticipates that the Vendor would have to obtain these items, on behalf of the EDL. Regardless of whether the optional analytics package is offered/purchased, the EDL solution must include a standardized interface for connecting tools such as Microsoft Power BI, Tableau, etc.**

Question 268: <u>Att. A, Section II.B, page 16</u> - Is the LTSS data in a standard format from the ONC eTLSS initiative? If not, please provide data format.

Response: **DOM pulls some 1915(c) waiver quality reporting data (372 report information) from the eLTSS. The LTSS data extract format is not finalized/created. The Change Request to create a data extract was approved in the recent contract amendment with the Vendor, FEI Systems.**

Question 269: <u>Att. A, Section II.B, page 16</u> - Please provide further elaboration on who is requesting data and how it will be presented back to requestor. Are there any known data sources currently defined that you can provide connection details and volumes that are expected at go-live?

Response: **EDL data is intended to be used throughout all levels of DOM to support policy and operational decisions. Data delivery methods will vary by customer needs and data literacy. It may be presented as detailed table-based spreadsheets and reports, interactive content-rich dashboards, or used for summary-level queries to answer questions or validate reports from other entities.**

Question 270: <u>Att. A, Section II.B, page 16</u> - Is ESB providing real-time data?

Response: **Yes. The ESB is routing real-time data, in a bi-directional manner. The ESB also supports batch data.**

Question 271: <u>Att. A, Section II.B, page 16</u> - Which tool is currently used for ESB?

Response: **Gainwell provides a customized ESB solution for DOM.**

Question 272: <u>Att. A, Section II.B, page 16</u> - What is the tool & technology for existing Metanalytic EDW (CDR)?

Response: **The current solution includes components such as an HP Vertica database and a NextGate EMPI.**

Question 273: <u>Att. A, Section II.B, page 16</u> - Is real-time ingestion implemented in current EDW (CDR)?

Response: **Yes. Real-time ingestion and data transformation is implemented in the current EDW.**

Question 274: <u>Att. A, Section II.B, page 16</u> - What volume of data is expected in EDL (current + historical) in GBs/TBs?

Response: **There is approximately 3TB of current and historical data in the existing solution. Historical claims data from both Gainwell and Conduent is approximately 2TB. Vendors should expect to import approximately 1TB of data originating from C-CDAs. The rate of growth of claims and C-CDA data is approximately 500GB per year. C-CDA, currently. Approximately 50,000 C-CDAs are exchanged daily. However, some DOM providers will be moving to USCDI over FHIR, and there are future use-cases that may require HL7 ADT.**

Question 275: <u>Att. A, Section II.B, page 16</u> - How many database physical tables are present in the all source systems & current CDR(rough estimate)?

Response: **The number of database tables used in the current solution is not available. However, database size and utilization are consistent with similar government payers.**

Question 276: <u>Att. A, Section II.B, page 16</u> - How many different security roles are implemented in existing CDR application?

Response: **Currently, DOM has five security roles based on the following roles: vendor admin, vendor user, DOM user sensitive codes, DOM user non-sensitive codes, and provider user.**

Question 277: <u>Att. A, Section II.B, page 16</u> - What are the data quality challenges in existing applications/system? Kindly provide few specific examples?

Response: **Medicaid data quality challenges are typical of a payer that handles both administrative and clinical data. Challenges in identity may include duplicate or incorrectly merged beneficiaries. Challenges in clinical data quality may include format differences in clinical messages caused by errors or upgrades in provider systems. Providers may introduce invalid or custom clinical codes in clinical summaries. DOM will assist in resolving these issues when appropriate, but vendors must build and test resilient systems that ignore and flag invalid values while continuing to process valid data in a message.**

Question 278: <u>Att. A, Section II.B, page 16</u> - Is data cleansing required for historical data as well?

Response: **Yes. Data cleansing is required for historical data. It is DOM's expectation that the Vendor may need to manipulate data to suit end user needs, however, all data received must be stored verbatim, in original format for audit purposes.**

Question 279: <u>Att. A, Section II.B, page 16</u> - Which is the preferred cloud platform for DOM to implement EDL?

Response: **DOM has no preference.**

Question 280: Att. A, Section II.B, page 16 - Is there any preference for EDL platform? For e.g. Snowflake, DataBricks

Response: **DOM has no preference.**

Question 281: Att. A, Section II.B, page 16 - Is un-structured data expected to be processed in new platform?
If yes,
- What type of un-structured data for e.g. Documents, PDFs, images etc.
- What type of analytics is expected by the new platform for un-structured data?

Response: **1) Yes.**
2) All of the listed items.
3) The awarded Vendor should provide these capabilities to DOM.

Question 282: Att. A, Section II.B, page 16 - Are there any limitations in current ESB to convert the format of data? We recommend to convert in best possible format like JSON, Parquet, which is best suited for Data Lake?

Response: **The ESB does not currently handle data conversion. Data conversion occurs at the MedeAnalytics CDR level. The EDL shall perform data conversion.**

Question 283: Att. A, Section II.B, page 16 - What is the process currently followed for Data Quality/Cleansing?

Response: **Data cleansing is required for historical data. It is DOM's expectation that the Vendor may need to manipulate data to suit end user needs, however, all data received must be stored verbatim, in original format for audit purposes.**

Question 284: Att. A, Section II.B, page 16 - Is current Gain well ESB and new EMPI application hosted on Cloud? Please clarify which cloud provider

Response: **Gainwell's ESB and Verato are both hosted at AWS.**

Question 285: Att. A, Section II.B, page 16 - What are the capabilities (number of request/response per unit time, data storage period etc.) of current Gainwell ESB real-time integration?

Response: **DOM cannot answer at this time, as the project is currently in implementation. Verato stated they can handle any load in real-time from the EDL.**

Question 286: Att. A, Section II.B, page 16 - Is one-off load process expected to be done through Gainwell ESB route for the defined sources like MES, MMIS?

Response: **The ESB should be used to route all data for DOM.**

Question 287: Att. A, Section II.B, page 16 - How many different types of C-CDA messages and PDQ formats are received today?

Response: **Historical claims data from both Gainwell and Conduent is approximately 2TB. Vendors should expect to import approximately 1TB of data originating from C-CDAs. The rate of growth of claims and C-CDA data is approximately 500GB per year.**

Question 288: Att. A, Section II.B, Item 47, page 16 - Section B, Item 47, indicates "DOM reserves the right to add additional datasets in the future and the awarded Vendor will be responsible for incorporating these data sets at no cost to the division."
(a) Can DOM provide an estimate as to the potential volume/scope of additional data sets per month/year so the vendor can plan storage/compute and support levels accordingly?
(b) To the extent that additional data sets exceed estimated threshold levels, would vendors be able to propose optional unit rates for incorporation of above-threshold data?

Response: **This is unknown. As DOM may be required to support additional data and data sets in the future, per rules, regulations, and/or laws, DOM expects the Vendor to support these requirements.**

Question 289: Att. A, Section II.B, Item 47, page 16 - Please estimate the possible number of additional datasets that the vendor may be responsible for incorporating or provide a maximum number of additional datasets to plan for.

Response: **This is unknown at this time and could change based upon rules, regulations, and laws, including requirements from CMS.**

Question 290: Att. A, Section II.B, Item 47, page 16 - As stated: "DOM reserves the right add additional datasets in the future and the awarded Vendor will be responsible for incorporating these data sets at no cost to the division."

How many additional datasets are expected and what will be the expected volume/frequency for these datasets?

Response: **At this time, it is unknown how many datasets DOM may add in the future.**

Question 291: Att. A, Section II.B, Item 47, page 16 - Can you please provide context around the phrasing "at no additional cost" in the last sentence of #47 in Attachment A?

Response: **This is unknown. As DOM may be required to support additional data and data sets in the future, per rules, regulations, and/or laws, DOM expects the Vendor to support these requirements.**

Question 292: Att. A, Section II.B, Item 47, page 16 - Are the additional data sources expected to be added during the 7-month DDI or during Operations?

Response: **It is anticipated during operations.**

Question 293: <u>Att.A, Section II.B, Item 51, page </u>16 - At many places in the RFP requirements seem to reflect a schema-on-write data warehouse project as opposed to a schema-on-read data lake. For example, a DBA is required rather than a Data Lake Administrator with job requirements that imply a relational database, ETL processes, and SQL are expected. DOM's requirement in #51 seems to show awareness of the difference in approaches and is open to hybrid approaches. DOM may receive proposals with drastically different capabilities. Some proposals may include a pure data lake that stores data but shifts an extreme burden on DOM on how to make use of it. Other proposals may include a data warehouse with large amounts of effort included to map required data into data models. It's not clear what DOM prefers and whether including a data warehouse would be rewarded with sufficient technical points to overcome the added costs in the scoring. We appreciate whatever further clarification DOM can add to their preferences.

Response: **DOM is seeking a solution that will support unstructured, semi-structured, and structured data to be used for Analytics as well as the application of Artificial Intelligence (AI) and Machine Learning (ML). To accomplish this, the agency is seeking a Data Lake that can be used for unstructured and semi-structured data as well as the ability to spin up/down purpose-built virtual data warehouses for more structured data and reporting.**

Question 294: <u>Att.A, Section II.B, Item 51, page 16</u> - This section indicates required initial and/or daily/weekly data loads from the MES, MMIS archive, Eligibility and Enrollment System, MedeAnalytics, etc. Will the file/data formats/table schemas/etc. for the incoming initial data be provided for reference within the bidders library, etc. to assist vendors to appropriately size / price the IDA solution?

Response: **DOM will attempt to provide this data upon project initiation.**

Question 295: <u>Att.A, Section II.B, Item 51, page 16</u> - Additionally, will the different vendors (i.e., data suppliers) specified be performing data cleansing activities, etc. prior to the initial data load within the IDA solution?

Response: **Some vendors/systems may provide this service; however, the EDL vendor should prepare to provide this service on all the data. Data cleansing is required for historical data.   It is DOM's expectation that the Vendor may need to manipulate data to suit end user needs, however, all data received must be stored verbatim, in original format for audit purposes.**

Question 296: <u>Att.A, Section II.B, Item 51, page 16</u> - Does the State have an existing SFTP service for which the system will use to access batch files from trading partners?

Response: **No.**

Question 297: <u>Att.A, Section II.B, Item 51, page 16</u> - Would the State provide the historical annual volumes and increases in claim volumes for the previous 5 years?

Response: **Historical claims data from both Gainwell and Conduent is approximately 2TB. Vendors should expect to import approximately 1TB of data originating from C-CDAs. The rate of growth of claims and C-CDA data is**

approximately 500GB per year. C-CDA, currently. Approximately 50,000 C-CDAs are exchanged daily. However, some DOM providers will be moving to USCDI over FHIR, and there are future use-cases that may require HL7 ADT.

Question 298: Att.A, Section II.B, Item 51, page 16 - Would the State provide an average size of a claim in megabytes?

Response: **Claims are represented as text, so they consume relatively little space. Claims may be encountered as individual or batch files. DOM uses industry standards for claims processing, so the size of such files at DOM is consistent with industry norms.**

Question 299: Att.A, Section II.B, Item 51.a, page 16 - Will data analytics be required to flow back into the data lake?

Response: **The Analytics solution should use data from the EDL. DOM does not anticipate analytics reports flowing back into the EDL at this time.**

Question 300: Att. A, Section II.B, Item 51.b, page 16 - Given that there will be some beneficiaries who churn between Medicaid and private insurance, does the State envision bifurcating an individual's file such that the EDL retains only information related to when they were Medicaid eligible, and the separate repository contains information when they were not Medicaid eligible?

Response: **Yes.**

Question 301: Att. A, Section II.B, Item 51, page 18 – Please provide the size and frequency of data feeds from the current 5 trading partners listed in sub-bullet 8?

Response: **Historical claims data from both Gainwell and Conduent is approximately 2TB. Vendors should expect to import approximately 1TB of data originating from C-CDAs. The rate of growth of claims and C-CDA data is approximately 500GB per year.**

Question 302: Att. A, Section II.B, Item 51, page 18 – Please provide the size and frequency of data feeds expected from the 2 HIEs listed in sub-bullet 11.

Response: **It would be anticipated that there would be real time and batch data exchange with the two HIEs. There are approximately 900,000 active Medicaid beneficiaries. DOM cannot estimate volumes at this time.**

Question 303: Att. A, Section II.B, Item 51, page 18 – Please provide details on the technologies and products used for the existing IOP Gateway.

Response: **The Gainwell ESB is an Enterprise Service Bus, supporting both batch and real-time transactions. Replacement of the existing Gainwell ESB is not in scope for this project.**

Question 304: Att. A, Section VI.F, Item 51.b, page 16 - This is an excellent example of a requirement where DOM might get differing proposals. Some bidders may simply

put the raw files received from Gainwell via SFTP into the data lake without DOM having any easy way to use it. Other bidders may create a healthcare data model and load the data in a relational database to make available for queries with querying tools. If DOM could clarify what kind of access is expected to data loaded like this (without the Optional Analytics solution) that would be very helpful.

Response: **DOM expects the EDL to support data transformation and translation services. The awarded Vendor should provide capability for data conversion and data modeling. Each proposed new data model will be evaluated with benefits and cost.**

Question 305: <u>Att. A, Section II.B, Item 51.b.1.a, page 17</u> - What are the raw data sizes for each of the data sources in addition to the claims volume?

Response: **Data originating from C-CDAs is approximately 1TB. Approximately 50,000 C-CDAs are exchanged daily. However, some DOM providers will be moving to USCDI over FHIR, and there are future use-cases that may require HL7 ADT. There is approximately 3TB of current and historical data in the existing solution. Historical claims data from both Gainwell and Conduent is approximately 2TB. Vendors should expect to import approximately 1TB of data originating from C-CDAs. The rate of growth of claims and C-CDA data is approximately 500GB per year.**

Question 306: <u>Att. A, Section II.B, Item 51, page 17</u> - Please provide an estimate of the average number of claims in the daily load from the MES system?

Response: **Average claims in the daily load from the MES system are approximately 90,000.**

Question 307: <u>Att. A, Section II.B, Item 51.b.1-3, page 17</u> - For the purposes of pricing should vendors assume that the State only intends to load one source of historical claims, i.e., either the "one time historical load of claims from the Medicaid Enterprise System" mentioned in b.1. or the "one-off load of claims from the existing MMIS archive" in b.3?

Response: **This assumption is correct. A one-time historical load is anticipated.**

Question 308: <u>Att. A, Section II.B, Item 51.b.2, 51.b.4-6, 51.b.8, 51.b.12, page 17-18</u> - For several of the level three subheadings under 51.b, the State has not provided any information regarding current volumes. To provide respondents with sufficient data to accurately estimate the storage capacity required for successful implementation of IDA, we request that the State provide a data table with expected average volume, file type, and frequency (real-time, daily, monthly, etc..) as well as the initial baseline storage currently in use for all data feeds. Any additional information that the State can provide that can be used to estimate initial and ongoing storage needs would be greatly appreciated.

Response: **Approximately 50,000 C-CDAs are exchanged daily. However, some DOM providers will be moving to USCDI over FHIR, and there are future use-cases that may require HL7 ADT. There is approximately 3TB of current**

and historical data in the existing solution. Historical claims data from both Gainwell and Conduent is approximately 2TB. Vendors should expect to import approximately 1TB of data originating from C-CDAs. The rate of growth of claims and C-CDA data is approximately 500GB per year.

Question 309: <u>Att. A, Section II.B, Item 51.b.4, page 17</u> - Requirement "II. FUNCTIONAL/TECHNICAL REQUIREMENTS - B. DOM Enterprise Data Lake (EDL) - 4" states that, "The existing MMIS system will be replaced by the new MRP solution with a tentative go-live set for October 2022."

Question: Was the existing MMIS replaced by the new MRP solution in October 2022 as indicated? When is it expected to be replaced if not?

Response: **Yes. The new Gainwell MMIS (MESA) is now live.**

Question 310: <u>Att. A, Section II.B, Item 51.b.4, page 17</u> - In regard to Section B, Item 51.b.7, can DOM provide updated volume, sizing and format of the existing (10 million+) CCDAs that the vendor will receive and load from the current platform? Are these CCDAs in originally-received CCDA form or have they been curated and organized/indexed into tabular data?

Response: **Raw C-CDAs from provider EHRs. Approximately 50,000 C-CDAs are exchanged daily. However, some DOM providers will be moving to USCDI over FHIR, and there are future use-cases that may require HL7 ADT. There is approximately 3TB of current and historical data in the existing solution. Historical claims data from both Gainwell and Conduent is approximately 2TB. Vendors should expect to import approximately 1TB of data originating from C-CDAs. The rate of growth of claims and C-CDA data is approximately 500GB per year.**

Question 311: <u>Att. A, Section II.B, Item 51.b.4, page 17</u> - In regard to Section B, Item 51.b.4, as new and changed claim data is loaded from the MMIS, is the vendor expected to evaluate "net" new and changed claims against existing claim data and maintain a "final format" version of historical claims history?

Response: **Yes.**

Question 312: <u>Att. A, Section II.B, Item 51.b.5&6, page 17</u> - Is one-off load not expected for E&E (Eligibility and Enrollment system) as it is not mentioned in the document? Only the daily load is mentioned for E&E?

Response: **Yes. A one-off load will probably be required.**

Question 313: <u>Att. A, Section II.B, Item 51.b.5&6, page 17</u> - There are separate listed requirements for a daily load of beneficiary data from the E&E system and a daily load of "all new or changed beneficiary data." Can the State provide detail about the differences in these requirements?

Response: **There are two beneficiary data extracts - a "daily delta" extract which includes only new or updated records and a "weekly full file" with all beneficiary data from the beneficiary system. The intent of this requirement**

is that beneficiary data be accurately updated daily with the received updates at a minimum. The weekly full data file may be loaded as a full replacement to ensure any undetected errors in applying the updates in the previous week are overwritten, however the method for loading current and accurate data is at the Vendor's discretion.

Question 314: Att. A, Section II.B, Item 51.b.7, page 17 – Item 51.b.7. In what format(s) will historical C-CDAs be provided to the future EDL vendor?

Response: **Batch formats of the raw C-CDAs, directly from provider EHRs and CCOs.**

Question 315: Att. A, Section II.B, Item 51.b.7, page 17 – In regard to Section B, Item 51.b.7, can DOM provide updated volume, sizing and format of the existing (10 million+) CCDAs that the vendor will receive and load from the current platform? Are these CCDAs in originally-received CCDA form or have they been curated and organized/indexed into tabular data?

Response: **Raw C-CDAs from provider EHRs. Approximately 50,000 C-CDAs are exchanged daily. However, some DOM providers will be moving to USCDI over FHIR, and there are future use-cases that may require HL7 ADT. There is approximately 3TB of current and historical data in the existing solution. Historical claims data from both Gainwell and Conduent is approximately 2TB. Vendors should expect to import approximately 1TB of data originating from C-CDAs. The rate of growth of claims and C-CDA data is approximately 500GB per year.**

Question 316: Att. A, Section II.B, Item 51.b.8, page 18 – In regard to Section B, Item 51.b.8, as the vendor loads C-CDA/FHIR/USCDI clinical data to the data lake, does DOM prefer to use existing index/tabular data models inherited from the existing system, or should the vendor bring new data models that promote organization and access to the data?

Response: **The awarded Vendor should bring new data models.**

Question 317: Att. A, Section II.B, Item 51.b.9, page 18 – In providing a cost for the new connections to Provider Trading Partners and Payers should we assume a one-way or bidirectional exchange?

Response: **The cost should be for a bi-directional exchange.**

Question 318: Att. A, Section II.B, Item 51.b.9, page 18 – Please confirm that bidding on the APIs is not optional for vendors, rather ITS/DOM is reserving the option to purchase APIs from the data lake vendor, a vendor outside of the RFP or a bidder responding to this event but other than the selected data lake vendor.

Response: **No, any API solution must be a part of the EDL solution.**

Question 319: Att. A, Section II.B, Item 51.b.9, page 18 – Where should pass-through costs be represented in Section VIII Cost Information Submission.

Response: **Vendors may add line items to any cost table to substantiate their entire offering.**

Question 320:   <u>Att. A, Section II.B, Item 51.b.9, 51.b.12, page 18</u> – Subsection 12 states that the "vendor must load the DOM EDL with…Medicaid Provider's Electronic Health Record systems," but subsection 9 requests that vendors "provide a cost for new connections for Provider Trading Partners" under optional services. Should these sections be read together? Is there a difference between Medicaid Provider's EHRs and Provider Trading Partners?

Response: **These requirements detail the existing Medicaid Provider EHRs that are connected, and possible future, net new connections to Provider EHRs. There could be future Trading Partners who are not Medicaid providers.**

Question 321:   <u>Att. A, Section II.B, Item 51.b.11, page 18</u> – Can ITS provide information around anticipated volumes/metrics for the connections to the HIEs (e.g., number of requests per month, etc.)?

Response: **It would be anticipated that there would be real time and batch data exchange with the two HIEs. There are approximately 900,000 active Medicaid beneficiaries. DOM cannot estimate volumes at this time.**

Question 322:   <u>Att. A, Section II.B, Item 51.b.11, page 18</u> – What messages would be exchanged, e.g. ADT, ORU, OUL, CDA? If bidirectional, what protocols, transports; what endpoints would be made available by the HIEs? Is event notification included in this? Will IHE protocols be considered for use? Will the ESB create and manage the actual connection to the HIEs, including such items as HL7 v2 acknowledgements, for example?

Response: **At DOM's discretion, all connections will be made via the existing Gainwell ESB or a replacement thereof. New connections will be preferred to be FHIR and USCDI connections.**

Question 323:   <u>Att. A, Section II.B, Item 51.b.11, page 18</u> – What types of files and transactions are expected from provider EHR's?

Response: **The Vendor will receive historical claim data, and ongoing claim data, as well as historical clinical data (C-CDAs) and ongoing clinical data. DOM anticipates this data to be the foundational data to share via the APIs.**

Question 324:   <u>Att. A, Section II.B, Item 51.b.11, page 18</u> – Will the CCOs be sending the provider submitted 837s? NCPDP? FIHR?

Response: **Only C-CDA to the EDL, with the potential to move to FHIR/USCDI. Claims data will go to MESA.**

Question 325:   <u>Att. A, Section II.B, Item 51.b.12, page 18</u> – In "populating the data lake" there is a requirement for the vendor to integrate with provider's electronic health record systems; however, provider EHRs are not listed in the bidirectional connections to be priced (subsection II.B.53.f.). Is it anticipated that the vendor would connect

with EHRs? If so, how many integrations and with what type of systems (e.g., Epic, Allscripts, etc.)?

Response: **1) The EDL vendor must connect to the Gainwell ESB or a replacement thereof, and work with Gainwell and the trading partners to ensure a fully functional bi-directional interface (real-time) via the Gainwell ESB. It is not acceptable for the EDL vendor to simply connect to the Gainwell ESB and believe their part in this workflow and connection with trading partners is complete.**
2) Refer to Attachment A, Item 53.

Question 326: Att. A, Section II.B, Item 51.b.13, page 18 – In regard to Section B, Item 51.b.13, as the vendor loads raw claims data from CCOs, is the vendor expected to maintain a data mart to support access and analysis of CCO claims? Can DOM provide more detail as to what types of analysis will be done against the CCO claims data specified in requirement 131 "The Analytics solution must provide comparison capability of CCO performance in costs and quality, including against Fee for Service data using CCO Claims data sourced from the CCOs."?

Response: **CCO claims will be imported with FFS (Fee-for-service) claims via the MESA MMIS solution. The solution should be able to identify and flag CCO claims so that claims analysis may be stratified by FFS/CCO claim sources with the ability to identify which CCO submitted the claim. Sufficient information will be included in the claims data to make this determination; however, the Vendor is responsible for implementing a method to identify and filter based on this criteria.**

Question 327: Att. A, Section II.B, Item 51.b.13, page 18 – Are vendors only required to "provide the ability" to receive raw claims data from CCOs, or is this integration in scope and should therefore be included in the price? If it is required, what is the desired frequency?

Response: **The claims from CCOs will be processed by MESA and are not in the scope of this RFP. MESA will then provide the formatted claims to the EDL.**

Question 328: Att. A, Section II.B, Item 51.b.13.c, page 18 – Does the EMPI return a flag/field for a beneficiary query to indicate whether or not the individual is a Medicaid beneficiary?

Response: **Yes.**

Question 329: Att. A, Section II.B, Item 51.b.13.d, page 18 – Please provide details on the current "purging" process?

Response: **Beneficiary data will not be removed from the EDL but may be placed in cold storage based upon mutual agreement of the parties. In the event cold storage is utilized, it will be the Vendor's responsibility to provide such storage.**

Question 330: Att. A, Section II.B, Item 51.e, page 19 – 1. Does the State have an existing tool or framework that it wishes the Vendor to use for these assessments?

2. If not, is the State's desire that the Vendor will work with the State to develop the assessment framework and tool??

Response: **1) No. DOM has no existing tool used for assessments.**
2) Yes. DOM will work with the vendor to develop the tool.

Question 331: <u>Att. A, Section II.B, Item 51.e, page 19</u> – Are DOM Trading Partners contractually obligated to participate in these assessments (both pre Go-Live and annually)?

Response: **No. Trading Partners are not contractually obligated to participate in assessments. However, Trading Partners are valued partners of DOM, and as such, have been reliable and available.**

Question 332: <u>Att. A, Section II.B, Item 51.f, page 19</u> – Would the State please clarify when Trading Partner data samples will be provided and at what phase of the project the State seeks to have this analysis completed?

Response: **It is the State's expectation that this process is to be completed early in the project, as the Vendor must understand Trading Partner data and formats for bi-directional exchange from the data lake.**

Question 333: <u>Att. A, Section II.B, Item 53, page 20</u> – For new connections to new trading partners and/or payers, will those connections go through the DOM ESB? Or will those go directly to the IDA? Does the reference to bi-directional IHE connections in 53.f.3 indicate that these Trading Partners would make available an XDS.b or XCA endpoint that is to be queried by the EDL vendor? Does the EDL vendor have discretion in determining which connection is best for use in each scenario listed under section 53?

Response: **1) Yes. At DOM's discretion, all connections will flow through the DOM ESB or replacement thereof.**
2) Yes, the Trading Partners will make XDS.b or XCA endpoint available to the Vendor.
3) No, DOM will make the final decision.

Question 334: <u>Att. A, Section II.B, Item 53, page 20</u> – When referencing "clinical data" (see #53.a in Attachment A), can we assume that this refers to all clinical and claims data, or does this solely pertain to clinical data?

Response: **DOM has both clinical and claims data, and this requirement refers to both.**

Question 335: <u>Att. A, Section II.B, Item 53, page 20</u> – The requirement mentions that the inbound and outbound data from the IDA will go through ESB to the designated trading partners. Will the IDA vendor be expected to only integrate with the ESB and not directly with the Trading Partners?

Response: **Primary integration will be with the ESB; however, both will be required, from our experience. The IDA vendor shall expect to work with trading partners and not simply connect to the ESB. The IDA vendor is required to ensure bi-directional data is free-flowing through the ESB and shall work with Gainwell and any future ESB vendor on this project.**

Question 336: Att. A, Section II.B, Item 53.b, page 20 – Would ITS please provide technical details on the current Gainwell ESB?

Response: **Gainwell provides a customized ESB solution for DOM that supports a pass-through connection for SOAP and REST.**

Question 337: Att. A, Section II.B, Item 53.b, page 20 – What are current Identity and Access Management (IAM) protocols and integration protocols?

Response: **Azure AD federation, OAuth 2.0 and SAML.**

Question 338: Att. A, Section II.B, Item 53.b, page 20 – The RFP states that the solution must integrate with the new solution that the State will procure at no additional cost. Can ITS please clarify this requirement?

Response: **When DOM procures a new ESB/Integration Layer, the EDL Vendor shall integrate with the new solution at no cost to the State.**

Question 339: Att. A, Section II.B, Item 53.b, page 20 – The RFP states that the solution must integrate with the new solution that the State will procure at no additional cost. Is the assumption that the integration protocols and layers will not change as part of the reprocurement?

Response: **It is anticipated that some may change; however, DOM will enforce the use of standards, as stated and used in this RFP.**

Question 340: Att. A, Section II.B, Item 53.f, page 20 – In the context of healthcare, the initials PDQ, can have various interpretations. Will the State please clarify what is meant by PDQ queries?

Response: **PDQ stands for Patient Demographics Query. PDQ is an IHE, or Integrating the Healthcare Enterprise, standard. The current CDIP (Clinical Data Interoperability Program) uses multiple IHE standards for query and response. www.ihe.net.**

Question 341: Att. A, Section II.B, Item 53.f, page 20 – Is it correct to say that the connections listed in this section are the only provider/Trading Partner connections that must be priced, and that all other potential connections should be separately priced as Optional Services?

Response: **Yes.**

Question 342: Att. A, Section II.B, Item 53.f, page 20 – The requirement mentions that the vendor must provide pricing for bidirectional connections with external Trading Partners. However, an earlier requirement mentions that all data transmissions to Trading Partners must pass through the existing DOM Interoperability Platform (ESB). How should vendors interpret these two requirements together? Is the State considering direct connectivity between Trading Partners and the IDA solution in its desired Future State?

Response: **DOM anticipates all transactions flowing through the Interoperability Platform (ESB).**

Question 343: Att. A, Section II.B, Item 53.f, page 20 – Are there any Trading Partners that State envisions would not connect through the ESB?

Response: **No.**

Question 344: Att. A, Section II.B, Item 54, page 20 – What is the current analytics solution being used that is out of scope of the RFP?

Response: **MedeAnalytics and other analytics solutions are in use today by DOM. The Analytics component is not out of scope, it is optional for a Vendor to bid.**

Question 345: Att. A, Section II.B, Item 54, page 20 – Is the state going to determine which codes are sensitive or is the vendor responsible to provide clinical professionals of multiple types to identify such codes? Typically, these sensitive designations are also applied in a MMIS. Are these also in the MESA system and should we expect to be leveraging their data?

Response: **Sensitive codes which are applied in MESA are not relevant to this project at this time. DOM will be responsible for reviewing and maintaining code sensitivity for the IDA. Data for sensitivity and other terminology services will be loaded to the EDL on a schedule and used for filtering data as needed. Also, see answer to question #100 for more information.**

Question 346: Att. A, Section II.B, Item 54, page 20 – It is the Vendor's understanding that Alcohol & Substance abuse treatment only falls under 42CFR if performed by a treatment facility; given that, does the data include an indication of the type of source facility when it is received?

Response: **DOM expects the ability to define specific parameters for sensitive code subsets, including review and editorial approval of third-party definitions.**

Question 347: Att. A, Section II.B, Item 54, page 20 – Approximately how many members of DOM staff would be allowed this capability?

Response: **Less than five (5) users would need the ability to review and update sensitive code sets.**

Question 348: Att. A, Section II.B, Item 54, page 23 – Section B, Item 56 requires bidders to integrate LTSS and eVV to the IDA Solution, using an interface as specified in this RFP, at no additional cost. Can additional specifications be provided about the IDA solution?

Response: **The RFP states that the DOM IDA solution must be scalable to support future data storage and application performance needs. The description of LTSS and eVV data and process migration is an example future use-case for the EDL and the scope and approach have not been defined. Rather than pricing for this specific example, DOM is requiring that the solution is capable of supporting these initiatives in the future. The LTSS program has**

approximately 38,000 Medicaid beneficiaries enrolled in Medicaid 1915(c), 1915(i), Nursing Facilities, Intermediate Care Facilities as of 10/31/22. These are future transitions, and as such are ongoing discussions and planning at DOM. The EVV solution shall, in the future, support at a minimum: 10 million service events per year, 40,000 initial Active Service Recipients (with support for growth of 10% per year), 6,000 provider agencies, and 100,000 workers. No additional data is available at this time. These are future transitions, and as such are ongoing discussions and planning at DOM.

Question 349: Att. A, Section II.B, Item 54, page 23 – Would the State provide the anticipated growth rate for the transactions listed in sub-bullet i?

Response: **It is unknown at this time.**

Question 350: Att. A, Section II.B, Item 54, page 22 – Typically, crosswalks like this require licensing and our subscriptions like to drug references files. Often the vendor expects to sell this information once to each Medicaid program rather than duplicating costs.Should the IDA vendor expect to have this information provided by other Medicaid enterprise vendors, or will the IDA vendor have to obtain and purchase each of these items? If so, would these costs be a passthrough?

Response: **DOM anticipates that the IDA Vendor would have to obtain these items on behalf of the EDL.**

Question 351: Att. A, Section II.B, Item 54, page 22 – Could DOM clarify the use of AAD? Is this only for internal users (i.e., DOM users), or does DOM anticipate interoperability end users (i.e., members) having AAD accounts at DOM.

Response: **The system is intended to be used by State staff only.**

Question 352: Att. A, Section II.B, Item 54.a, page 20 – Section B Item 54.a requires the vendor to develop an EDL Gateway to access data within the EDL. Figure 2 (on page 8) shows an Exchange Gateway connected to the ESB within the DOM Integration Layer. Is the Gateway referenced in requirement 54 the same as the Exchange Gateway, or separate?

Response: **DOM follows the Zero Trust Principle for data security. As a major functioning data module, the EDL should have its own gateway to handle security (authorization/authentication, certificates, encryption, alerts, etc.), as well as connections, transactions control, performance monitoring, and data transformation. The EDL Gateway component should be designed/built with a scalable and extensible architecture, and de-coupled with data repositories.**

Question 353: Att. A, Section II.B, Item 54.a, page 20 – Regarding Section B, Item 54.a, is the EDL Gateway developed by the vendor intended to perform transformation of CCDAs, FHIR, and other clinical data requested by APIs into the requested deliverable format, or will that functionality be performed by the Exchange Gateway?

Response: **The EDL shall provide data transformation. DOM follows the Zero Trust Principle for data security. As a major functioning data module, the EDL should have its own gateway to handle security (authorization/authentication, certificates, encryption, alerts, etc.), as well as connections, transactions control, performance monitoring, and data transformation. The EDL Gateway component should be designed/built with a scalable and extensible architecture, and de-coupled with data repositories.**

Question 354: Att. A, Section II.B, Item 54.f.2, page 22 – The requirement states that physical address/IP address must be logged within the IDA solution. In many cases, the requests to the IDA solution will come from upstream systems. Can ITS please clarify this requirement?

Response: **The connecting point IP address shall be logged.**

Question 355: Att. A, Section II.B, Item 54.f.2, page 22 – The requirement states that physical address/IP address must be logged within the IDA solution. In many cases, the requests to the IDA solution will come from upstream systems. Do those systems pass the source IP of the requester as part of their request to the IDA solution? If not, the source of the physical address/IP address would be the upstream system IP address.

Response: **The connecting point IP address shall be logged.**

Question 356: Att. A, Section II.B, Item 54.g.2, page 22 – Section II(B)(54)(g)(2) states that "The proposed solution must track and make available to DOM, all access to PHI and provide audit data related to the access. At a minimum, this shall include timestamp, content accessed, person that accessed, physical location of access with IP address, and method of access. This PHI access data will be kept permanently." It is unclear what is meant by permanently, such undefined duration is not required under any legal or regulatory regime, is likely to result in bidders including higher costs of storage than would otherwise be the case and is inconsistent with a shorter duration required under Attachment C, Data Use Agreement, Section II, Page 3. Under that Section, audit trail data, which includes PHI access data, only needs to be retained for three years after the occurrence. In order to resolve the inconsistency as to the duration for retaining this data, lower potential costs to DOM and at the same time providing DOM with the assurance that the Vendor will retain the data for some period of time, would DOM amend Attachment A, Section II(B)(54)(g)(2) so that the last sentence reads: "This PHI access data will be kept for at least three years after its occurrence"?

Response: **As per the CMS Final Rule (9115-F), DOM shall be required to keep and provide beneficiary data from January 1, 2016. The awarded EDL Vendor shall comply with this requirement. Additionally, the Vendor is required to retain all data, on behalf of DOM, until and unless specified in writing from DOM.**

Question 357: <u>Att. A, Section II.B, Item 54.g.3, page 22</u> – Are there requirements for how the audit data is made available to Trading Partners, DOM Staff, etc. (e.g., as a report, within the user interface)?

Response: **Audit data may be included at the record level for retrieval and reporting as needed. High-level daily reports should include summaries of number of records received vs. number loaded, error reports, ETL statistics, etc.**

Question 358: <u>Att. A, Section II.B, Item 54.h, page 23</u> – As stated: "The proposed solution must support millions of real-time messages, such as HL7 ADT, per hour, each day (24 x 7). It must be able to respond to batch records requests, as well as real-time records requests."

What is the expected response time for batch requests in the EDL, according to volume of the batch?

Response: **As quickly as possible, in a performant manner. Please propose a response time for batch requests in the EDL, according to the volume of the batch.**

Question 359: <u>Att. A, Section II.B, Items 54.h and i, page 23</u> – The RFP requires the ability to process millions of real time requests per day, including validation through the ESB and Verato.
1. Does DOM have metrics regarding the latency associated with a request to Verato through the ESB (roundtrip)?
2. Would DOM be open to options for caching data in order to ensure performance to meet this requirement?

Response: **1) Not currently.**
2) DOM could discuss this option with the Vendor; however, the cached data must be accurate and secured at all times.

Question 360: <u>Att. A, Section II.B, Item 54.i, page 23</u> – As stated: "3,000 Provider Information search requests per day"

Can you provide some examples of these searches?. Also in what format/protocol the search criteria is received by DOM?

Response: **DOM currently uses IHE queries and responses to support provider inquiries via the real-time integrations for approximately 50,000 beneficiaries per day. Please assume at least 50,000 real-time transactions per day from connected Trading Partners and their EHRs. DOM is in the process of procuring ServiceNow (Tokyo version). It is a requirement for the entire solution, and all vendors, to integrate with DOM's ServiceNow solution. The awarded Vendor shall be Level 1 of support and beyond. The existing DOM Help Desk is for internal DOM systems and is not a part of this solution nor the Help Desk solution.**

Question 361: <u>Att. A, Section II.B, Item 55, page 23</u> – How would DOM handle changes to EUID?

Response: **Each EUID change will be broadcast by Verato. The EDL is expected to update the EUID with its corresponding records.**

Question 362: Att. A, Section II.B, Item 55.c, page 23 – 55.c. Proposed solution must obtain the EUID from the EMPI - please confirm that the EUID will be included on all records sent from the ESB or clarify how the bidder will integration with the EMPI outside the ESB.

Response: **DOM requires the EDL to connect through the ESB to the EMPI using REST. The EUID will be on all records.**

Question 363: Att. A, Section II.B, Item 55.d, page 23 – If the EUID changes, how does ITS prefer to handle prior EUIDs associated with an individual (e.g., record history of EUIDs or link all relevant records to the new EUID)?

Response: **Each EUID change will be broadcast by Verato. The EDL is expected to update the EUID with its corresponding records.**

Question 364: Att. A, Section II.B, Item 56, page 24 – 56. The RFP states "the IDA Vendor will be required to integrate LTSS and EVV to the IDA Solution using an interface as specified in this RFP at no additional cost."
Please confirm the ELTSS and EVV data will come from the ESB to the IDA Vendor. The RFP language implies the IDA Vendor must connect directly with the eLTSS and EVV vendor systems.
Please provide the name of the EVV Vendor.

Response: **Correct, the ESB will be in the middle. FEI is the LTSS Vendor. These are future transitions, and as such are ongoing discussions and planning at DOM. The EVV solution shall, in the future, support at a minimum: 10 million service events per year, 40,000 initial Active Service Recipients (with support for growth of 10% per year), 6,000 provider agencies, and 100,000 workers. No additional data is available at this time.**

Question 365: Att. A, Section II.B, Item 56, page 24 – What are the eLTSS and eVV data formats?

Response: **The LTSS program has approximately 38,000 Medicaid beneficiaries enrolled in Medicaid 1915(c), 1915(i), Nursing Facilities, Intermediate Care Facilities as of 10/31/22. There were 381 of the 837 files in October 2022. These are future transitions, and as such are ongoing discussions and planning at DOM. The EVV solution shall, in the future, support at a minimum: 10 million service events per year, 40,000 initial Active Service Recipients (with support for growth of 10% per year), 6,000 provider agencies, and 100,000 workers. No additional data is available at this time.**

Question 366: Att. A, Section II.B, Item 56.a, page 24 – The State is currently transitioning eLTSS and EVV. Please provide more details on what that transition entails as the vendor will be required to integrate both systems into the IDA.

Response: **These are future transitions, and as such are ongoing discussions and planning at DOM. The EVV solution shall, in the future, support at a**

minimum: 10 million service events per year, 40,000 initial Active Service Recipients (with support for growth of 10% per year), 6,000 provider agencies, and 100,000 workers. No additional data is available at this time.

Question 367: <u>Att. A, Section II.B, Item 57, page 24</u> – Is another vendor responsible for the CMS 9115-F Formulary requirement? Formulary was not mentioned in the RFP.

Response: **The MESA will handle this requirement.**

Question 368: <u>Att. A, Section II.B, Item 57, page 24</u> – Is the DOM/Gainwell ESB at all involved in receiving and processing these API's?

Response: **At DOM's discretion, all data will pass through the Gainwell ESB or a replacement thereof.**

Question 369: <u>Att. A, Section II.C, page 24</u> – In maintaining patient, payer, and provider directories on the EDL, where will the data come from (in reference to Section C. Patient, Payer, and Provider Directory APIs)? Will the vendor receive periodic full data sets (e.g. T-MSIS feeds/full directory sets from other systems), or will the vendor receive transactional data from other systems and build/maintain directories based on the transactions?

Response: **The Vendor will receive historical claim data, and ongoing claim data, as well as historical clinical data (C-CDAs) and ongoing clinical data. DOM anticipates this data to be the foundational data to share via the APIs.**

Question 370: <u>Att. A, Section II.C, page 24</u> – Does the State require support for SMART on FHIR for the APIs?

Response: **SMART is an option, as is support for OAuth 2.0.**

Question 371: <u>Att. A, Section II.C, Item 60.c, page 25</u> – Please confirm that Payer to Payer is required. Per CMS-9115-F requirements State Medicaid/CHIP FFS is not required (but recommended) to implement Payer to Payer aka Phase 2.

Response: **Yes. DOM is seeking payer to payer, as this will support some of DOM's future business cases.**

Question 372: <u>Att. A, Section II.C, Item 61, page 25</u> – Can the state define the number of different data sources/files that will need to be exchanged for the Patient Access and Provider Directory API, as per the CMS guidelines and based on the available State data?

Response: **No information is available at this time. DOM is seeking direction from a vendor regarding this subject.**

Question 373: <u>Att. A, Section II.C, Item 64.b.5, page 28</u> – Beneficiaries will interace with 3rd party applications and in turn connect to the vendor supplied Patient/Provider APIs. Therefore, App record view/access strategy will be communicated by the 3rd party appplication providers. Please confirm our understanding.

Response: **Correct.**

Question 374: Att. A, Section II.C, Item 61.c, page 25 – In regards to the CMS Final Rule of 2020 is there an OAuth 2.0 solution/service that the proposed solution would need to connect to for member authentication or does the vendor need to supplie an OAuth server?

Response: **DOM will not provide an OAuth server for this RFP. The Vendor should build an architecture that can switch to different OAuth server in the future.**

Question 375: Att. A, Section II.C, Item 63.c.2, page 27 – Is the process of consent and provenance defined in the privacy policy of the State of MS? Are the Audits planned audits? If yes , please specify the frequency of all the external audits related to privacy

Response: **The CMS Final Rule of 2020, and related FHIR requirements, detail the requirements for compliance. The Vendor shall work with DOM staff on the frequency of and requirements for audits.**

Question 376: Att. A, Section II.C, Item 64.c.2.c, page 28 – In regard to Section C, Item 64.c.2.c (c. Develop Provider Directory Access Portal that is humancentric'), does this refer to a unique Provider Portal or is this in reference to the Provider API with respect to the CMS Final Ruling?

Response: **The Vendor shall include all required solutions to meet the CMS Proposed Final Rule of 2020 as well as the CMS Proposed Final Rule of 2022 for Prior Authorization, including associated pricing, in their proposal.**

Question 377: Att. A, Section II.C, Item 61.e, page 25 – What is the expected number of API Vendors that will need to be supported by the Vendor?

Response: **The expected number of API Vendors is unknown at this time.**

Question 378: Att. A, Section II.C, Items 61.e-f, pages 25-26 – In regards to the CMS Final Rule of 2020 does the state want vendors to include the member identity management system (to register and verify members) or is the requirement for vendors to integrate with the State's existing member identity system?

Response: **DOM anticipates procuring and implementing a member identity management system; however, if a Vendor has a solution, that Vendor may propose the member identity management solution as an option, with the pricing specifically broken out as optional to allow for review and comparison. Additionally, the Vendor shall include all required solutions to meet the CMS Proposed Final Rule of 2022 for Prior Authorization, including associated pricing, in their proposal.**

Question 379: Att. A, Section II.C, Item 62.e, page 27 – Please clarify who "end-users" are in this context. For beneficiary "end-users" beneficiaries will interace with 3rd party applications and in turn connect to the vendor suppliedPatient/Provider APIs. Therefore, App usage will be communicated by the 3rd party appplication providers. Please confirm our understanding.

Response: **Correct.**

Question 380: Att. A, Section II.C, Item 64.e.4, page 29 – With regards to workflow listed here is beyond the scope of 9115-F. Is the intent to provide additional FHIR interoperability use cases between Providers and the DOM? If so, which specific use cases should be included in the scope of proposals?

Response: **The scope of the project is beyond just meeting the CMS Final Rule.**

Question 381: Att. A, Section II.D, Item 82, page 30 – Will the State affirm that any queries between the NDL and third party consumer website services and devices should conform to specifications aligned with CMS final rules on patient access, provider access, and payer to payer, and not to any custom, or anywise other non standard queries from those third party endpoints?

Response: **Yes. This is the goal of DOM and this procurement. Standards shall be used without exception.**

Question 382: Att. A, Section II.D, Item 82, page 30 – These queries would be transmitted through the CMS FHIR APIs, which are to be governed by CMS Rules. The CMS Rules mandate the format of the query and response. Given that, Requirement 82 seems to be in conflict with the CMS requirements. Can DOM please comment.

Response: **DOM expects consumer applications and devices to work with the DOM FHIR APIs and utilize standards.**

Question 383: Att. A, Section II.D, Item 86, page 30 – The Vendor must coordinate the support tickets and tasks with other Vendor's support resources. Does the state have an existing process flow as to how this will occur? Is the IDA vendor L1 or L2 or is it ticket dependent?

Response: **DOM is in the process of procuring ServiceNow (Tokyo version). It is a requirement for the entire solution, and all vendors, to integrate with DOM's ServiceNow solution. The IDA Vendor shall be Level 1 of support and beyond. The existing DOM Help Desk is for internal DOM systems and is not a part of this solution nor the Help Desk solution.**

Question 384: Att. A, Section II.D, Item 86, page 30 – Does DOM provide a Help Desk ticketing system that the IDA vendor can leverage for Help Desk support?

Response: **DOM is migrating to ServiceNow, Tokyo version.**

Question 385: Att. A, Section II.E, Item 91, page 31 – 91. Some of the requirements in the proposal as detailed below are written in a manner inconsistent with the use of a public Cloud Service Provider (CSP) such as AWS, Microsoft Azure, or Google Cloud Platform (GCP). Cloud service providers build their infrastructure around regions and availability zones. Regions are physical locations where a CSP has multiple availability zones. Availability zones consist of one or more isolated data centers that are housed in separate buildings with redundant power, cooling,

networking, and fiber-optic capability. These availability zones enable production applications and databases to be highly available, fault tolerant and scalable. It is our understanding that the DOM is seeking a public cloud hosted SaaS solution for the Data Lake. We respectfully request the following requirements are modified to state they only apply to on premises or private cloud solutions: Vendor must provide a disaster recovery (DR) Data Center location in the continental United States that is at least 500 miles from the primary facility. Vendor's proposal must describe how the DR Data Center location minimizes risk in the event of disaster, including service levels for recovery and minimizing data loss. Please confirm this requirement does not apply to vendors who are not offering privately hosted data facilities. In addition, for public cloud hosted solutions, please clarify if the state is requiring more than one region for hosting.

Response: **This specification does not apply to Vendors who are not offering privately hosted data facilities. Disaster recovery tests are required for the entire solution on an annual basis. Depending on the architecture, geo-redundant failover may not be automated. The solution hosted in a cloud-based data center may also have manual requirements. This requirement should apply to both private and public cloud.**

Question 386: <u>Att. A, Section II.E, Item 93, page 31</u> – This Section states that "Vendor must ensure the facility is compliant with Statement on Standards for Attestation Engagements (SSAE) No. 16 and HIPAA standards." SSAE No. 16 has been replaced and superseded with SSAE 18 audit standards. Please clarify whether Vendors shall be required to demonstrate that their proposed facility is compliant with SSAE 18 audit standards instead of SSAE 16.

Response: **See Amendment 35 above.**

Question 387: <u>Att. A, Section II.E, Item 93, page 31</u> – The SSAE No. 16 was superseded by the SSAE No. 18 in 2017. Please confirm that the SSAE-18 can be substituted for the No. 16.

Response: **See Amendment 35 above.**

Question 388: <u>Att. A, Section II.E, Item 94, page 31</u> – Section E, Item 94, requires the vendor to accommodate unspecified "future growth" at no additional cost. Since this could have a significant impact on hosting costs/storage, would the State consider a pricing element for growth in GBs (similar to your accommodation of circuit increases in E.96), or otherwise provide an expected volume growth?

Response: **Yes. Approximately 50,000 C-CDAs are exchanged daily. However, some DOM providers will be moving to USCDI over FHIR, and there are future use-cases that may require HL7 ADT. There is approximately 3TB of current and historical data in the existing solution. Historical claims data from both Gainwell and Conduent is approximately 2TB. Vendors should expect to import approximately 1TB of data originating from C-CDAs. The rate of growth of claims and C-CDA data is approximately 500GB per year.**

Question 389: <u>Att. A, Section II.E, Item 94, page 31</u> – The RFP states "Vendor must provide the Data Center and hosting capacity to be scalable and extendable to support their

component(s) and future growth over the duration of the contract at no additional cost to the State." Modern cloud data systems are priced based on the amount of storage and compute used. We recommend that the state establish a baseline size for the data lake, and then require vendors to provide pricing for growth based on a percentage of base capacity (i.e., 10%, 25%, 50%, 100%). Providing incremental growth will enable the state take advantage of lower pricing at the beginning of the program and enable the required growth/planned growth. Please confirm if the state will require vendors to add additional line items in the cost proposal to quote increased costs as the system scales.

Response: **See Amendment 28 above.**

Question 390: <u>Att. A, Section II.E, Item 94, page 31</u> – The State is expecting the vendor to be scalable and extendable at no extra cost, yet the pricing sheets allows for optional services and interfaces that increase capacity. Wouldn't that pricing element be applicable if additional capacity is required?

Response: **DOM will work with the Vendor on capacity and costs. However, the solution should be priced to allow for some growth for DOM. If optional services provide value to DOM, please list and price those services.**

Question 391: <u>Att. A, Section II.E, Item 95, page 31</u> – Vendor must provide all hardware and software required to provision, monitor, and manage the circuit to the hosting and DR facilities. The RFP requests contractor provide a SaaS solution. Generally a SaaS solution is delivered over an Internet connection. Is it the expectation that the vendor will provide an internet connection to the state? How does the state intend to limit traffic to only IDA traffic on the circuit? How does the state intend to route traffic from the multiple locations in the state that will need access to the IDA? We recommend that the state remove this requirement and utilize the state's existing Internet provider and connections.

Response: **No, the Vendor will not be required to provide an Internet connection to the State. Item 95 has been removed. See Amendment 36 above.**

Question 392: <u>Att. A, Section II.E, Item 95, page 31</u> – 95. Some of the requirements in the proposal as detailed below are written in a manner inconsistent with the use of a public Cloud Service Provider (CSP) such as AWS, Microsoft Azure, or Google Cloud Platform (GCP). Cloud service providers build their infrastructure around regions and availability zones. Regions are physical locations where a CSP has multiple availability zones. Availability zones consist of one or more isolated data centers that are housed in separate buildings with redundant power, cooling, networking, and fiber-optic capability. These availability zones enable production applications and databases to be highly available, fault tolerant and scalable. It is our understanding that the DOM is seeking a public cloud hosted SaaS solution for the Data Lake. We respectfully request the following requirements are modified to state they only apply to on premises or private cloud solutions:
Vendor must provide all hardware and software required to provision, monitor, and manage the circuit to the hosting and DR facilities. A SaaS service hosted in a commercial cloud environment does not require a 'circuit' to access the

services. The services should be accessed through the states existing Internet Circuit. Please remove this requirement.

Response: **Item 95 has been removed. See Amendment 36 above.**

Question 393:   <u>Att. A, Section II.E, Item 96, page 31</u> – 96. Some of the requirements in the proposal as detailed below are written in a manner inconsistent with the use of a public Cloud Service Provider (CSP) such as AWS, Microsoft Azure, or Google Cloud Platform (GCP). Cloud service providers build their infrastructure around regions and availability zones. Regions are physical locations where a CSP has multiple availability zones. Availability zones consist of one or more isolated data centers that are housed in separate buildings with redundant power, cooling, networking, and fiber-optic capability. These availability zones enable production applications and databases to be highly available, fault tolerant and scalable. It is our understanding that the DOM is seeking a public cloud hosted SaaS solution for the Data Lake. We respectfully request the following requirements are modified to state they only apply to on premises or private cloud solutions. Vendor must demonstrate in the proposal its ability to increase the capacity of the circuit in incremental increases of 100 Mbps and one Gbps should DOM require an increase in the future. Pricing must be presented in the RFP Section VIII: Cost Information Submission as an optional cost. Please confirm this is optional and does not apply to public cloud hosted solutions.

Response: **Yes. This is optional and does not apply to public cloud hosted solutions.**

Question 394:   <u>Att. A, Section II.E, Item 101.a.2 and 101.a.3, pages 32-33</u> – Please specify the expected frequency for internal and external vulnerability testing

Response: **There is no defined frequency outside of the requirements of the applicable security controls.**

Question 395:   <u>Att. A, Section II.F, Item 103, page 35-37</u> – Requirement "F. Vendor Background, Experience, and Staffing Requirements - 103. Vendor IDA Key Team Members" refers to "Vendor provided office facility" several times within this section. No additional detail is provided related to requirements for "Vendor provided office facility" in the RFP or other attachments.

Related question: What requirements does the State of Mississippi have in relation to the "Vendor provided office facility" (e.g., must be within X miles of specific DOM facility, does vendor need to provide space for DOM staff and how many, etc.)?

Response: **Vendors are encouraged to have a vendor provided office, as there is no room for Vendor staff at the DOM Central Office. Current Vendors for other DOM projects have vendor offices with meeting rooms to support both the Vendor and DOM staff, located in the Jackson, Mississippi greater metro area.**

Question 396:   <u>Att. A, Section II.F, Item 103, page 35-37</u> – May the Project Sponsor and the Project Manager be the same person, as long as they meet all requirements defined in the RFP, including onsite requirements?

Response: **Yes.**

Question 397: Att. A, Section II.F, Item 103.h, page 37 – Given that ITS is requesting a train-the-trainer methodology (F. Item 103.j.6), please expand on the expected duties of the key training staff for 1-2 weeks a month so that vendors can propose the appropriate type of training staff.

Response: **Training tasks will be defined between DOM and the Vendor during the project based upon the assisted training need to ensure a successful train the training model. Except for an annual train the trainer refresher session, DOM does not anticipate a need for ongoing training staff.**

Question 398: Att. A, Section II.F, Item 103.h.1, page 37 – Exhibit A Training – training is described in multiple places throughout the document with different requirements including train the trainer, training for up to five administrators, training as needed, on-site staff training for up to 8 business days per month for the first year, and 5 business days per month thereafter as well as requiring end user training for an unspecified number of users. Please clarify:
• the number of trainers to be trained,
• the number of administrators to be trained, and
• the number of end users to be trained?

Additionally, could the state provide how they will determine if training has been successfully completed?

Response: **The Train-the-Trainer participants are expected to be the primary training resource for end users. The Vendor is expected to act in a supporting role and may be asked to participate in training classes with end-users from time to time to evaluate and assist as needed. Ultimately, DOM expects DOM trainers to serve as the first point of contact on end-user questions about "how" to use the system. DOM prefers a trainer to trainee ratio of 15:1. Training should consist of a defined training curriculum, which may be reused between sessions and updated with new information as improvements roll out. Depending on the proposed solution, Vendors may choose to structure a series of sessions based on a series of prerequisites, i.e. EDL 101, 201, etc. DOM prefers primarily instructor-led training courses; however, DOM supports use of a blended learning approach to supplement instructor-led classes. Depending on the content it may be beneficial to post recordings of training sessions for end-user review, but in-person training will be expected of DOM staff. DOM would prefer training assessments and feedback in order to assess the effectiveness of training. As this is a new solution, and DOM is taking a Train-the-Trainer approach, the number of end users cannot be provided at this time.**

Question 399: Att. A, Section II.F, Item 103.i.2, page 38 – In addition to the Security Policies referenced in the RFP, there are also a set of project management standards that belong to the DOM Office of Information Technology Management that Vendors should follow. On page 38 of 61 in Attachment A, it specifically it states: "Vendor must follow industry standard, best practices (Certification Commission for Health Information Technology (CCHIT), Practice Management Institute

(PMI), and Project Management Body of Knowledge (PMBOK)), and the specific project management processes implemented by the DOM Office of Information Technology Management (iTECH). These processes do not dictate how the project must be managed but will require some standard deliverables."

Can you please send those or send a link to those?

Response: **See attached Exhibit H - MonthlyStatusReport. The ePMO will be required to complete a status report at least monthly.**

Question 400: <u>Att. A, Section II.F, Item 103.i.4, page 38</u> – Section F, Item 103.i.4 states: "Key team members are mandatory and must be onsite in Jackson, Mississippi regularly, including during UAT." What/how many hours per week constitutes "regularly"? Some key positions are required to be onsite 80 hours per month, others have no specific requirement, but all must be onsite "regularly".

Response: **Refer to Attachment A to RFP No. 4243, Section F. Vendor Background, Experience, and Staffing Requirements, 103. Vendor IDA Key Team Members, i. Project Staffing, 3. "Vendor must submit with their proposal a detailed staffing plan that provides details including allocations and onsite commitments by resource for their proposed team. Key Team Members must be onsite bi-weekly during DDI and one week per month during the M&O phase."**

Question 401: <u>Att. A, Section II.F, Item 103.i.4, page 38</u> – The RFP states "Key team members proposed as part of the solution will remain on the project team for the duration of the project unless a change in the team is the result of a request or approval by DOM." Will the state consider modifying this requirement to Key roles must be filled for the duration of the project with named personnel or replacement personnel approved by DOM? The RFP states "Key team members proposed as part of the solution will remain on the project team for the duration of the project unless a change in the team is the result of a request or approval by DOM."
Will the state consider modifying this requirement to Key roles must be filled for the duration of the project with named personnel or replacement personnel approved by DOM?
The state is contemplating a five-year contract, and the requirement for the key staff to remain for the duration does not allow the bidder to promote and manage our employees to the best interest of both the state and DOM. We understand and support the need for the key roles but would like the flexibility to manage our team without unnecessary restrictions.

Response: **The State will work with the awarded Vendor on staffing plans. The State wishes to protect itself and the project by not having staff removed arbitrarily and at the Vendor's sole discretion. Refer to RFP 4243, Section II: Proposal Submission Requirements, Item 10.6 states, "If the Vendor does not agree with any item in any section, then the Vendor must list the item on the Proposal Exception Summary Form".**

Question 402: <u>Att. A, Section II.F, Items 103.i.8 and j.6, pages 38-39</u> – RFP indicates the Vendor will train some DOM staff directly (up to five administrators) but others

indirectly (Train the Trainer approach). Please clarify roles and staff volumes that the Vendor will train and all staff roles to be trained by DOM trainers.

Response: **The Train-the-Trainer participants are expected to be the primary training resource for end-users. The Vendor is expected to act in a supporting role and may be asked to participate in training classes with end-users from time to time to evaluate and assist as needed. Ultimately, DOM expects DOM trainers to serve as the first point of contact on end-user questions about "how" to use the system. DOM prefers a trainer to trainee ratio of 15:1. Training should consist of a defined training curriculum, which may be reused between sessions and updated with new information as improvements roll out. Depending on the proposed solution, Vendors may choose to structure a series of sessions based on a series of prerequisites, i.e., EDL 101, 201, etc. DOM prefers primarily instructor-led training courses; however, DOM supports the use of a blended learning approach to supplement instructor-led classes. Depending on the content, it may be beneficial to post recordings of training sessions for end-user review, but in-person training will be expected of DOM staff. DOM would prefer training assessments and feedback in order to assess the effectiveness of training.**

Question 403: <u>Att. A, Section II.F, Item 103.j.2, page 38</u> – The RFP states that DOM will not dictate how the project must be managed but will require some standard deliverables. Please provide a list of the minimum required standard deliverables.

Response: **The full list of standard deliverables may vary depending on the project management methodology and best practices adopted by the Vendor, however at a minimum DOM will expect:**
-Project Management Plan with Work Breakdown Structure
-Project Milestone Document
-Project Roles and Responsibilities
-Risk Management Plan and Risk Register

Question 404: <u>Att. A, Section II.F, Item 103.j.2, page 38</u> – RFP Attachment A describes Project Management Requirements on page 40, indicating that the Vendor must follow "specific project management processes implemented by the DOM Office of Information Technology Management". Will the State please provide a copy of these processes?

Response: **Yes. Exhibits H-J, which provide additional information are incorporated herein by reference and posted on the same website location as this Questions and Clarification Memorandum.**

Question 405: <u>Att. A, Section II.F, Item 103.j.4, page 39</u> – Please provide the various testing tools used by the state (Both Open Source and Licensed) (e.g., tool, version, etc.)?
Please confirm if test cases/test conditions will be provided by DOM.

Response: **DOM does not currently have any testing tools for this project. The awarded Vendor shall provide any needed testing tools, as well as**

recommendations to test cases and conditions. Vendor should propose a list of testing tools to be used during the project.

Question 406: <u>Att. A, Section II.F, Item 103.j.6, page 39</u> – Will DOM provide the training space for train-the-trainer sessions?

Response: **No. Training space should be provided by the awarded Vendor.**

Question 407: <u>Att. A, Section II.G, page 39</u> – Can MS DOM share what APM tool they are currently using?

Response: **As stated in the RFP, the Vendor shall provide reports on performance to DOM. DOM also anticipates implementation of Application Performance Monitoring (APM) for this project, at some future point. All vendors and solutions shall comply and support DOM's future APM. DOM anticipates procuring an APM that complies with the OpenTelemetry standard(s); therefore, all Vendors and solutions shall comply with OpenTelemetry, and any future DOM APM.**

Question 408: <u>Att. A, Section II.G, Item 105, page 39</u> – Does the State have an existing online Learning Management System training system which will be used for training content?

Response: **No.**

Question 409: <u>Att. A, Section II.G, Item 109, page 39</u> – Please provide details on what software agents/solution will be installed on the systems. Can this requirement be superseded by providing APM data through Open Telemetry or another industry standard?

Response: **As stated in the RFP, the Vendor shall provide reports on performance to DOM. DOM also anticipates implementation of Application Performance Monitoring (APM) for this project, at some future point. All vendors and solutions shall comply and support DOM's future APM. DOM anticipates procuring an APM that complies with the OpenTelemetry standard(s); therefore, all Vendors and solutions shall comply with OpenTelemetry, and any future DOM APM.**

Question 410: <u>Att. A, Section II.H, Item 110.2, page 39</u> – The RFP references a breach notification requirement within 24 hours (Attachment A requirement 110.2), as well as within four (4) hours (Attachement A section 177a), and 72 hours (Attachment D, Section II.A), can MS DOM clarify the time period requirement for a breach notification?

Response: **See Amendment 42 above.**

Question 411: <u>Att. A, Section II.H, Item 112.c.1, page 41</u> – Would ITS consider waiving or reducing review cycles for DEDs for deliverables due within 15-30 business days of contract start date? With the existing review cycle schedule, acceptance criteria may not be in place before these deliverables are due.

Response: **DOM will work with the awarded Vendor to establish an initial review cycle that will accommodate start-up activities as well as a transition plan to the schedule proposed in the RFP.**

Question 412: Att. A, Section II.H, Item 112.c.1, page 41 – There are several required deliverables during the 30 days Start Up period, and the Quality Management (QM) Deliverable Expectation Document (DED) defines the overall deliverable requirements and processes. Please confirm that Vendors should develop a mutually agreed upon DED prior to the 30-day Start Up period.

Response: **Correct.**

Question 413: Att. A, Section II.H, Item 112.c.3.a, page 41 – This requirement states: "The Vendor must make all modifications directed by DOM within ten days of receipt." Will ITS please clarify whether this requirement is 10 calendar days or business days?

Response: **Business days. See Amendment 37 above.**

Question 414: Att. A, Section II.I, Item 118, page 44 – Section I, Item 118 requires fully loaded fixed hourly rates for both "on-site" and "off-site" roles. Assuming that "off-site" is equivalent to remote, what travel or per diem is implied in that scenario?

Response: **All rates should be fully loaded, there will be no per diem.**

Question 415: Att. A, Section III.A, page 45 – In regard to Section III. Optional Analytics, how many users does DOM anticipate for the Analytics solution? Can DOM provider estimates on the type and number of users by user "persona", e.g. executives, analysts, data analyst/power users, clinical, etc.

Response: **There will be 25 initial users, with users being defined as having the ability to log in, create reports, create templates, etc. Vendors should also include pricing for blocks of 10 users beyond the initial 25, as DOM anticipates growth of users. DOM also anticipates having view-only access for other specific employees who should be limited to viewing data and reports only.**

Question 416: Att. A, Section III.A, page 45 – Regarding Section III Optional Analytics, will MS-DOM accept a proposal from a vendor/solution provider for only these services provided. The vendor agrees to integrate their solution to the DOM EDL and IDA Solution working in partnership with whichever vendor(s) are selected to provide the DOM EDL/IDA Solution?

Response: **No. DOM is seeking one contract, with subcontractors as necessary, for the entire solution.**

Question 417: Att. A, Section III.A, page 45 – Regarding requirement 135, does MS DOM anticipate the vendor providing 3rd party data sets to enrich Social Determinants of Health (SDOH) analytics?

Response: **SODH data will be collected by the DOM eligibility system in the future and included in data extracts from that system. DOM will provide the SDOH data to be loaded by the Vendor when available.**

Question 418: Att. A, Section III.A, page 45 – How many users will directly access the optional analytics solution?

Response: **There will be 25 initial users, with users being defined as having the ability to log in, create reports, create templates, etc. Vendors should also include pricing for blocks of 10 users beyond the initial 25, as DOM anticipates growth of users. DOM also anticipates having view-only access for other specific employees who should be limited to viewing data and reports only.**

Question 419: Att. A, Section III.A, page 45 – Is the optional analytics timeframe for delivery the same as the core required services?

Response: **While having all services available at go-live would be preferable, DOM is open to a phased implementation if it can be demonstrated that such an approach would benefit the overall project and/or schedule.**

Question 420: Att. A, Section III.A, page 45 – Is the State planning on an additional / separate budget to fund the optional analytics; or is this included in the main requirements budget?

Response: **There is one budget for this project.**

Question 421: Att. A, Section III.A, page 45 – Can you provide additional context on the scope of the 10 standard analytics reports? What departments? What metrics or analysis used?

Response: **The 10 standard reports have not been defined at this time, however these will be reports that would be considered more complex to create than the average end-user may be capable of. These would contain frequently requested data and, once published, only the values would change to reflect any changes to the data. The design of these would remain static, unless updates are submitted by change request.**

Major report categories include, but are not limited to:

- **Claims Reports (payment trends, utilization, claims volume, service types and trends, etc.),**

- **Beneficiary Reports (demographic analysis summaries, eligibility status geographic distribution, category of eligibility analysis),**

- **Provider Reports (Geographic info for access to care analysis, active status, payment analysis including trends and outliers, payment, and claims volume by provider type, etc.), and**

- **CMS Reports (may include any of the above categories or metrics, but in a standard format that can be exported and delivered to CMS).**

Question 422: <u>Att. A, Section III.A, page 45</u> – How frequently is MS DOM expecting the referenced 10 standard analytics reports to be refreshed (real-time, hourly, daily, etc.)?

Response: **Reports should be refreshed by default, daily. For critical data, a shorter refresh may be required.**

Question 423: <u>Att. A, Section III.A, page 45</u> – Approximately how many pages and/or metrics are anticipated in each of the 10 standard analytics reports?

Response: **Although these have not currently been defined, they are expected to be summary-level reports. These could be as little as one page, but in general would be no more than five pages, depending on the number of row categories.**

Question 424: <u>Att. A, Section III.A, page 45</u> – Approximately how many ad-hoc reports will be requested weekly? Can you provide an example ad-hoc report request?

Response: **In this context, an ad-hoc report is defined as a report that a user can create and edit using the analytics query/report building toolset at any time and receive the results within a reasonable timeframe (60 seconds or less). For example, a user may wish to query a set of diagnosis codes associated with a disease to determine the number of claims paid during a set time-frame and how much was paid for each claim.**

Question 425: <u>Att. A, Section III.A, page 45</u> – Does MS DOM anticipate a need to leverage third-party provided data sets for analytical enrichment and business insights?

Response: **Yes, DOM may choose to add third-party provided datasets.**

Question 426: <u>Att. A, Section III.A, page 45</u> - If DOM does not select the optional Analytics solution, what capabilities does DOM expect to have available to access data? Would data in the data lake only be available for use cases involving interfaces? Would DOM not have any ad hoc capabilities?

Response: **DOM would pursue other avenues for an Analytics solution(s).**

Question 427: <u>Att. A, Section III.A, Item 122, page 45</u> – What entities (i.e., payer, provider, etc.) will be able to access the analytics?

Response: **Analytics would be restricted to DOM staff, but DOM reserves the right to publish public facing dashboards on the Mississippi DOM website.**

Question 428: <u>Att. A, Section III.A, Item 124, page 45</u> – To assist with pricing the optional analytics module, could DOM please provide an estimated number of users, overall and by user type (business/clinical user, analytic user, power user/data scientist, etc.)

Response: **There will be 25 initial users, with users being defined as having the ability to log in, create reports, create templates, etc. Vendors should also include pricing for blocks of 10 users beyond the initial 25, as DOM anticipates**

growth of users. DOM also anticipates having view-only access for other specific employees who should be limited to viewing data and reports only.

Question 429: Att. A, Section VI.F, Item 128, page 45 - If DOM does not select the optional Analytics solution, what capabilities does DOM expect to have available to access data? Would data in the data lake only be available for use cases involving interfaces? Would DOM not have any ad hoc capabilities?

Response: **DOM would pursue other avenues for an Analytics solution(s).**

Question 430: Att. A, Section III.A, Item 132, page 46 – What is meant by disease registry? Are these the registries that MS DOM is being referred to? See below for link. Please specify the disease registries referred to in section III. A. 132. https://www.nih.gov/health-information/nih-clinical-research-trials-you/list-registries?

Response: **A disease registry is a tool for tracking the clinical care and outcomes of a defined patient population. As DOM could possibly use information obtained from the HIEs for disease and chronic care management service and support, the ability to analyze the clinical and claims data to make informed decisions and glean insights into disease states within the population of Medicaid beneficiaries will be essential. In the context of this RFP, disease registries are specific to Medicaid beneficiaries. Those noted in the question are examples of disease registries based on data from other populations which may be useful for analysis, but not required to be imported into the RFP solution.**

Question 431: Att. A, Section III.A, Item 138, page 46 – Vendor will develop up to 10 standard analytics reports. Are there any report definitions currently availabe to scope the 10 reports?

Response: **Although these have not currently been defined, they are expected to be summary-level reports with the ability to drill down to the detail-level. These would be slightly higher complexity than what a user could build with ad-hoc reporting. For example, reports breaking out claim volumes and payments over a rolling period of five years by program (CCO/FFS) with supporting visuals.**

Question 432: Att. A, Section III.A, Item 143, page 47 – The requirement states that the Vendor tools must support at a minimum Internet Explorer 9.0 and Firefox 3.0. However, IE 9 is discontinued and is a security risk, and the current version of Mozilla Firefox is 106.0.2. Will DOM please consider removing the version specifications and use language more generally acceptable, such as "The application must be accessible using all modern internet browsers (Chrome, Edge, Firefox, etc.)"?

Response: **Yes. See Amendment 39 above.**

Question 433: Att. A, Section III.A, Item 143, page 47 – This requirement states the need to support Microsoft IE 9.0. However, support for IE from Microsoft ended on Jan. 14, 2020. Does ITS have a timeline for requiring support for IE 9.0?

Response: **See Amendment 39 above.**

Question 434: Att. A, Section III.A, Item 143, page 47 – This requirement states the need to support Microsoft IE 9.0. However, support for IE from Microsoft ended on Jan. 14, 2020. Would ITS modify this requirement to support current vendor supported browsers (i.e. Microsoft Edge, Google Chrome, Firefox)?

Response: **See Amendment 39 above.**

Question 435: Att. A, Section III.A, Item 143, page 47 – Would the state be willing to entertain the use of other internet browsers than the ones listed in requirement 143? Many of the browser and/or browser versions mentioned in the requirement (e.g., Internet Explorer 9) are no longer supported by the software vendor and represent security risks for the project.

Response: **See Amendment 39 above.**

Question 436: Att. A, Section III.A, Item 147, page 47 – What types of entities are anticipated that would need training and support?

Response: **DOM users of the system and the components, as well as DOM Trading Partners.**

Question 437: Att. A, Section III.A, Item 150, page 47 – What are the Terminology Services? This does not appear to be a defined term in the RFP. document.

Response: **Terminology Services is a third-party application providing current medical terminology, such as ICD codes, and cross referencing. It is the expectation of DOM that the Vendor provides terminology services and sensitive code flagging and related services for the duration of this project. See requirement D-65, page 29, of Attachment A: "65.The IDA Solution must support common healthcare terminology standards that include but are not limited to Unified Code for Units of Measure (UCUM), Systematized Nomenclature of Medicine – Clinical terms (SNOMED CT), RxNorm, RadLex, MEDCIN, International Classification of Diseases, Tenth Revision (ICD-10), Healthcare Common Procedure Coding System (HCPCS), Manufacturers of Vaccine (MVX), National Drug Codes (NDC), and Logical Observation Identifiers Names and Codes (LOINC)."**

Question 438: Att. A, Section III.A, Item 157, page 48 – Is the vendor expected to add all the types/structures of data received in the data lake to the data dictionary?

Response: **Yes. The Vendor is expected to maintain the data dictionary at a level of detail that would allow EDL users to easily interpret and access data using industry standards.**

Question 439: Att. A, Section III.A, Item 160, page 48 – The population health solution must provide physician and provider performance reports. Are these reports part of the 10 in R138 or are these to be additional reports?

Response: **The Vendor proposed solution must be capable of producing physician and provider performance reports. If such reports are not already available as part of the proposed solution, these would be additional reports.**

Question 440: Att. A, Section III.A, Item 165, page 48 – This requirement indicates that vendors have the "option to bid on an Electronic Clinical Quality Measures (eCQM) solution if they so choose." However, the Cost Worksheet only lists one line for "Optional Analytics." Should the eCQM functionality be priced separately?

Response: **Yes. See Amendment 28 above.**

Question 441: Att. A, Section III.A, Item 165, page 48 – This requirement indicates that vendors have the "option to bid on an Electronic Clinical QUality Measures (eCQM) solution if they so choose." Will the eCQM solution requirements be scored in conjunction with the remainder of the Optional Analytics section, or separately, i.e?

Response: **Optional items are not used in the scoring of a Vendor's proposal. eCQM and Analytics proposals are considered optional and independent of one another.**

Question 442: Att. A, Section III.A, Item 165, page 48 – The RFP indicates that "Vendor has the option to bid on an Electronic Clinical Quality Measures (eCQM) solution if they so choose". Please clarify whether this means that vendors can bid on the optional Analytics Solution and then have the additional option to bid or not bid on ECQM solution.

Response: **Yes, this statement is correct. Vendors can bid on the optional Analytics Solution and then have the additional option to bid or not bid on ECQM solution.**

Question 443: Att. A, Section III.A, Item 167, page 48 – Would DOM consider a solution that is NCQA-certified for ECQMs (not HEDIS), instead of ONC-certified? Some industry experts have described the NCQA certification process as more rigourous, better aligned with prevalent data exchange processes and formats, and more current (with annual updates).

Response: **Yes. See Amendment 40 above.**

Question 444: Att. A, Section III.A, Item 167, page 48 – Attachment A, RFP requirement 167 indicates that the eCQM solution must be an ONC Certified eCQM solution. Because this platform is to serve as a Medicaid data lake and is not intended to serve as an Electronic Health Record for providers, would the State consider NCQA certification to meet this requirement?

Response: **See Amendment 40 above.**

Question 445: Att. A, Section III.A, Item 167, page 48 – Is DOM currently collecting eCQM data? Which Medicaid enterprise system / vendor is currently handling this?

Response: **DOM pulls some 1915(c) waiver quality reporting data (372 report information) from eLTSS. The LTSS data extract format is not finalized/created. The Change Request to create a data extract was approved in the recent contract amendment with the vendor, FEI Systems.**

Question 446: Att. A, Section IV.A, Item 174, page 49 - See Item 174. Data Ownership, under IV. SOFTWARE ADMINISTRATION AND SECURITY, A. Cloud or Offsite Hosting Requirements, subitems b.3 and 4 require a transfer of ownership of processes and technical designs to DOM. As the State is requesting a SaaS solution, the Vendor requests to retain ownership of processes not exclusive to DOM, as well as technical designs, provided that DOM would retain free access to them throughout the term of the contract, and as for processes, a royalty-free access thereafter.

Response: **Refer to RFP 4243, Section II: Proposal Submission Requirements, Item 10.6 states, "If the Vendor does not agree with any item in any section, then the Vendor must list the item on the Proposal Exception Summary Form".**

Question 447: Att. A, Section IV.A, Item 176.a, page 49 - This is a part of comprehensive general liability and not of cyber security liability insurance. Would the State please consider relocating this requirement to the general liability section?

Response: **No. The requirement will remain as stated.**

Question 448: Att. A, Section IV.A, Item 176.d, page 50 - Section A, Item 176.d establishes that If the Vendor cannot offer encryption at rest it should provide cyber security liability insurance. Can DOM confirm that if the Vendor offers encryption at rest it is excused from providing such insurance?

Response: **Correct. If the Vendor can encrypt the data that is required to be encrypted, insurance is not required.**

Question 449: Att. A, Section IV.A, Item 177, page 50 - Attachment A, RFP requirement 177 (Breach Notification and Recovery) indicates that the vendor shall provide notification within 4 hours of the incident. Cant he State clarify if this is 4 hours of the incident or 4 hours of discovery?

Response: **See Amendment 42 above.**

Question 450: Att. A, Section IV.A, Item 180, page 51 - What specific background requirements, if any, exist for vendor personnel, beyond those captured in item 180 of Attachment A, and Exhibit E (Background Check)?

Response: **The State will accept a standard background check.**

Question 451: Att. A, Section IV.A, Item 180.a, page 51 - How many years in the past should a background check be investigated?

Response: **The standard background check should go back ten years for publication 1075 related to IRS data.**

Question 452: Att. A, Section IV.A, Item 182, page 51 - Section A, Item 182 includes the option to audit Data Centers. As the solution is asked to be provided on Cloud, and due to security concerns Cloud vendors do not allow such audits and provide SOC reports instead, would the state consider such an alternative?

Response: **Yes. The State will accept FedRAMP certification for the cloud service provider, as the solution is required to be hosted in a FedRAMP moderate environment.**

Question 453: Att. A, Section IV.A, Item 182, page 51 - Vendor shall allow DOM to audit conformance including contract terms, system security, and Data Centers as appropriate. Commercial services such as AWS will not allow customer audits of the facilities. The facilities are audited, certified, accredited by third party auditors. Please confirm this meets the expected requirement.

Response: **FedRAMP moderate certification of the cloud service provider and their services will meet this requirement.**

Question 454: Att. A, Section IV.C, Item 189.a, page 53 - Where would the State like vendors to put their narrative for TMSIS?

Response: **Refer to RFP No. 4243, Section VIII: Cost Information Submission. The Optional Items section has a line item for this cost. Vendors may add a narrative under the Optional Items table if needed.**

Question 455: Att. A, Section IV.C, Item 189.a, page 53 – Would the state clarify the intent of the T-MSIS migration scope? Is the state asking that the EDL accept an existing database tableset that will otherwise be used, as is, from the existing MMIS or T-MSIS processing vendor? Is the state asking that submitting vendors provide a price to create a new data warehouse for T-MSIS data modeling? Is the state asking that vendors propose a cost to create a new extract, load that data into the EDL, and then create new T-MSIS extracts from that extract?

Response: **The Vendor will be required to create a new T-MSIS extract from the data in the data lake. Please plan, respond, and price for this requirement accordingly.**

Question 456: Att. A, Section IV.C, Item 189.a-b, page 53 – Earlier the State stated if Vendor does not bid on the Optional Analytics they can not bid in the future. However is the same true for a) T-MSIS and b) migration report functionality from EDW to IDA.

Response: **a) No, the Vendor will be required to support T-MSIS in the EDL.**
b) The Vendor will be required to create a new T-MSIS extract from the data in the data lake. Please plan, respond, and price for this requirement accordingly.

Question 457: Att. A, Section IV.C, Item 189.b, page 53 – The state has requested a single price to migrate 6,000 reports. Will the state provide a list of reports that must be migrated along with any suporting documentation regarding those reports. Also,

provide information about the data model for the current EDW data dictionary for the current EDW, so that the state can receive consistent pricing for this option?

Response: **The existing DOM Data Warehouse solution currently supports more than 6,000 reports. DOM anticipates that many of these reports will eventually be modified to utilize data from the new DOM EDL. For this phase, this is out of scope; however, DOM is requesting an optional price to migrate this functionality from the currently existing data warehouse and into the EDL as part of a potential phase 2. See Amendment 28 above.**

Question 458: Att. A, Section IV.C, Item 189.b, page 53 – The state has requested optional pricing on migration of "more than 6,000 reports" to the new DOM EDL.
1. Are these part of Gainwell's new MMIS, or are they retained in some other repository?
2. Can DOM please provide an inventory of these reports?

Response: **The existing DOM Data Warehouse solution is provided by Gainwell in the new MMIS and currently supports more than 6,000 reports. DOM anticipates that many of these reports will eventually be modified to utilize data from the new DOM EDL. For this phase, this is out of scope; however, DOM is requesting an optional price to migrate this functionality from the currently existing data warehouse and into the EDL as part of a potential phase 2.**

Question 459: Att. A, Section IV.C, Item 190.a, page 53 – Regarding Data Virtualization, Attachment A states that, "Vendor must build a DV capability in the EDL". Is DOM asking Vendors to include DV services as an optional item in their proposals? Other items in the "Planning for the Future" section state specifically that DOM would like optional services and pricing added.

Response: **Data Virtualization (DV) is a must have feature for the EDL. DV functionality is required for Phase One of this project, not the future phase.**

Question 460: Att. A, Section VI.A, Item 192, page 54 – Section VII Support and Maintenance is a statement of the SLAs. Does the state require any additional response other than vendor agreement to each specified term?

Response: **No additional response is needed. Refer to RFP 4243, Section II: Proposal Submission Requirements, Item 10.6 states, "If the Vendor does not agree with any item in any section, then the Vendor must list the item on the Proposal Exception Summary Form".**

Question 461: Att. A, Section VI.A, Item 192, page 54 – In the interest of keeping costs contained, is the 99.9 negotiable?

Response: **No.**

Question 462: Att. A, Section VI.A, Item 192, page 54 – Does the 99.9% uptime apply to each individual component of the system, or the system as a whole?

Response: **The 99.9% uptime applies to individual components, as well as the system as a whole.**

Question 463: Att. A, Section VI.A, Item 192-194, page 54 – 192. System Availability – The Vendor's proposed solution must operate 24 hours a day, and support a 99.9% uptime per month, and is subject to up to a $5,000.00 penalty for each occurrence of downtime outside of the 99.9% uptime requirement. Uptime must be calculated by the following formula: 24 hours per day x 7 days a week x 52 weeks per year = Total hours per year. The formula calculates annual uptime, but the SLA requires monthly uptime. We recommend that the State incorporate a monthly uptime calculation based on the number of days in the month and revise the RFP language so it is consistent. Please adjust the requirement for scheduled downtime to align with a monthly measurement.

Response: **See Amendments 43-45 above.**

Question 464: Att. A, Section VI.A, Item 192-194, page 54 – 192. The RFP states: "Solution downtime outside of the allowable downtime period must be categorized as unscheduled downtime and is subject to a $10,000.00 penalty for each occurrence." It also states, "The State is requiring 99.9% uptime with penalties for outages exceeding the requirements and then adding an additional penalty of $10,000 for each outage even if the outage does not exceed the allowable downtime." Please clarify if these are duplicate penalties. If not duplicate, how is the unscheduled downtime penalty calculated compared to the penalty per outage?

Response: **RFP 4243, Section II: Proposal Submission Requirements, Item 10.6 states, "If the Vendor does not agree with any item in any section, then the Vendor must list the item on the Proposal Exception Summary Form" .**

Question 465: Att. A, Section VI.A, Item 197, page 55 – Please confirm that a vendor that has substantially complied with MARS-E and has minor findings will not be subject a penalty as a "failure". An assessor/auditor will nearly always keep digging until they find at least one problem. Audits/assessments that are very, very rarely 100% clean?

Response: **Findings and vulnerabilities shall be remediated within the timeframes listed in Attachment A unless a risk exception has been approved by the state.**

Question 466: Att. A, Section VI.A, Item 198, page 55 – Attachment A, Requirement 198 requires that Vendors adhere to the table provided related to severity of incidents. Can the State clarify who determines the incident severity?

Response: **RFP No. 4243, Exhibit A: Standard Contract, Article 41 Software Support and Maintenance, Item 41.2 states in part, "Upon receipt of Licensee's call, Licensor will (a) create an error report, (b) assign a severity level and (c) attempt to resolve the problem in accordance with the procedures and processes for problem resolution detailed in Exhibit B...".**

Question 467: Att. A, Section VI.A, Item 198, page 55 – The SLAs for incident severity and problem resolution appear to overlap and would apply to the same incidents. Please confirm that a vendor will not be penalized multiple times for a single event.

Response: **The State SLAs shall remain as written. Refer to RFP 4243, Section II: Proposal Submission Requirements, Item 10.6 states, "If the Vendor does not agree with any item in any section, then the Vendor must list the item on the Proposal Exception Summary Form".**

Question 468: Att. A, Section VI.B, page 56 – Section B. Operations, Table 2 - Service Credit Assessments, Item "Help Desk Operations - Daily Email & Voicemail", other than the percentage of compliance required, this item seems to have the same description than "Help Desk Operations - Backlog Email & Voicemail". Are they overlapping, or if an item remains unresolved for 3 days, or more, would it fall in the backlog category and no longer in the daily email category?

Response: **Yes, it would fall into the backlog.**

Question 469: Att. A, Section VI.B, page 56 – These penalties are very high considering that a vendor could miss them without any impact to a user. The issue reported could be addressed timely but the documentation in the ticketing system lacking. The number of tickets in the measured time period could be low causing a vendor to miss the SLA for a single event. We respectively request these be lowered to $500.

Response: **The State SLAs shall remain as written. Refer to RFP 4243, Section II: Proposal Submission Requirements, Item 10.6 states, "If the Vendor does not agree with any item in any section, then the Vendor must list the item on the Proposal Exception Summary Form".**

Question 470: Att. A, Section VI.B, page 57 – Section B. Operations, Table 2 – Service Credit Assessments item "IDA Recovery" requires a 48 hours RTO, what is the recovery time for the other solutions (EDL, APIs, etc)?

Response: **48 hours is the maximum RTO for the solution. See Amendment 21 above.**

Question 471: Att. A, Section VI.B, page 57 – Please confirm that the vendor will have a reasonable opportunity to monitor and re-run interfaces that have a failure and avoid a penalty. For example, a scheduled job fails and the vendor re-runs successfully within the window for delivering the transactional data.

Response: **This would only apply to Batch processes. Real time data is critical to providers and beneficiaries.**

Question 472: Att. A, Section VI.B, Item 200, page 57 – Section B. Operations, Item 200 includes 2 SLAs related to transactions with Trading Partners which seem to overlap, the one establishes $1,000 penalty if more than 2.5% transactions would be missed, and the second establishes a $5,000 penalty if more than 1% of monthly transactions would be missed. Is the second SLA a cap over the first one? or would be both applicable?

Response: **No, these are separate SLAs and separate requirements. The 2.5% is for daily transactions, whereas the 1.0% is for monthly transaction totals.**

Question 473: Att. A, Section VI.D, Item 203, page 57 – Section D, Item 203. Disaster Recovery requires option of physical audit of Data Centers. As the solution is asked to be provided in the Cloud, and due to security concerns Cloud vendors do not allow such audits and provide SOC reports instead, would the state consider such alternative? (Similar as in item 183 Contract audits)?

Response: **FedRAMP moderate certification of the cloud service provider and their services will meet this requirement.**

Question 474: Att. A, Section VI.D, Items 203-208, page 57 – Some of the requirements in the proposal as detailed below are written in a manner inconsistent with the use of a public Cloud Service Provider (CSP) such as AWS, Microsoft Azure, or Google Cloud Platform (GCP). Cloud service providers build their infrastructure around regions and availability zones. Regions are physical locations where a CSP has multiple availability zones. Availability zones consist of one or more isolated data centers that are housed in separate buildings with redundant power, cooling, networking, and fiber-optic capability. These availability zones enable production applications and databases to be highly available, fault tolerant and scalable. It is our understanding that the DOM is seeking a public cloud hosted SaaS solution for the Data Lake. We respectfully request the following requirements are modified to state they only apply to on premises or private cloud solutions:
The requirements to host the proposed system in a United States-based Tier 2 data center that is Tier -2 data center (uptime institute rating) or TIA-942 Data Center Standard Rating (Telecommunications Industry Association rating) precludes the major Cloud providers currently providing services including AWS, Microsoft, and Google. The following two paragraphs are excerpts of how AWS and Microsoft address these requirements. From AWS's documentation: "The AWS Global Cloud Infrastructure is the most secure, extensive, and reliable cloud platform. AWS data centers are generally designed to meet the requirements of concurrent maintainability, which is at the core of the Uptime Institute Tier standards. However, AWS has chosen not to have a certified Uptime Institute-based tiering level so that we have more flexibility to expand and improve performance. AWS' approach to infrastructure ensures the highest level of performance and availability for our customers. Specifically, AWS infrastructure within our Availability Zones exceeds concurrent maintainability standards by also focusing on metrics not tracked by those standards." From Microsoft's Documentation – "Microsoft Azure runs in datacenters managed and operated by Microsoft. These geographically dispersed datacenters comply with key industry standards, such as ISO/IEC 27001:2013 and NIST SP 800-53, for security and reliability" "We design and manage the Azure infrastructure to meet a broad set of international and industry-specific compliance standards, such as ISO 27001, HIPAA, FedRAMP, SOC 1, and SOC 2". Please remove this requirement so that bidders may offer a public cloud hosted solution.

Response: **See Amendments 46-49 above.**

Question 475: Att. A, Section VI.D, Item 204, page 58 – In the case of hosting in a public cloud, the hardware is controlled by the public cloud provider (e.g., GCP, Azure, AWS, etc). Can this requirement be waived when using a public cloud provider?

Response: **See Amendment 47 above.**

Question 476: Att. A, Section VI.D, Item 204, page 58 – The current commercial cloud provider equipment refresh timeframes are longer than three years. Would the State consider an industry-standard equipment refresh timeframe?

Response: **The State SLAs shall remain as written. Refer to RFP 4243, Section II: Proposal Submission Requirements, Item 10.6 states, "If the Vendor does not agree with any item in any section, then the Vendor must list the item on the Proposal Exception Summary Form".**

Question 477: Att. A, Section VI.D, Item 205, page 58 – We are planning to select a leading commercial cloud provider that themselves provide for system intrusion detection, firewalls, etc. As we are not directly responsible for the infrastructure, can we waive the associated financial penalty?

Response: **No, the Vendor is solely responsible for the cloud service provider (CSP). The CSP may not be responsible for Security Event and Incident Management (SEIM), IDS/IPS, or firewalls. This depends on the architecture and design of the solution by the primary Vendor and would need to state that each is covered by and managed by the provider.**

RFP 4243, Section II: Proposal Submission Requirements, Item 10.6 states, "If the Vendor does not agree with any item in any section, then the Vendor must list the item on the Proposal Exception Summary Form."

Question 478: Att. A, Section VI.D, Item 206, page 58 – Using a leading commercial cloud provider in a separate geographic region, can we waive the financial penalty?

Response: **No, the Vendor is solely responsible for the cloud service provider (CSP). The CSP may not be responsible for Security Event and Incident Management (SEIM), IDS/IPS, or firewalls. This depends on the architecture and design of the solution by the primary vendor and would need to state that each is covered by and managed by the provider.**

RFP 4243, Section II: Proposal Submission Requirements, Item 10.6 states, "If the Vendor does not agree with any item in any section, then the Vendor must list the item on the Proposal Exception Summary Form."

Question 479: Att. A, Section VI.F, Item 212.k, page 59 – The provider portal has not been explicitly stated as being in scope for this RFP, therefore, is this question limited to the performance of the interface between the data lake (EDL) and the ESB?

Response: **Yes. There is no provider portal in scope for this RFP. Performance will be evaluated as to the EDL, the FHIR (Fast Healthcare Interoperability Resources (HL7)) APIs, and other solution components.**

Question 480: <u>Att. A, Section VI.F, Item 213, page 59</u> – Section F, Item 213. Vendor Reporting Requirements and Penalties, it establishes a penalty for unresolved tickets above 72 hours. As different priorities require different resolution times, will this be considered in assessing the failure to comply with this SLA? (or otherwise limit the SLA to certain severity levels).

Response: **Yes.**

Question 481: <u>Att. A, Section VI.F, Item 216, page 59</u> – 216. Vendor must provide the State a quarterly report detailing how the Vendor and datacenter are adhering to hosting requirements set forth in RFP and contract. Please revise this requirement to state this is only applicable to privately hosted data facilities.

Response: **The requirement has been removed. See Amendment 51 above.**

Question 482: <u>Att. A, Section VI.F, Item 218, page 60</u> – Section F, Item 218. Vendor Reporting Requirements and Penalties, it establishes the right for DOM to charge a $10,000 penalty for anything that DOM considers a contract failure. Would DOM consider removing this requirement, as there is no way for a Vendor to comply with non-specified requirements? Vendor further considers that DOM is covered by RFP page 49, under Standard Contract, Article 7 Warranty, subitem 7.4 which requires the Vendor to comply with all contract requirements, and re-perform at no cost in case of failure.

Response: **RFP 4243, Section II: Proposal Submission Requirements, Item 10.6 states, "If the Vendor does not agree with any item in any section, then the Vendor must list the item on the Proposal Exception Summary Form".**

Question 483: <u>Att. A, Section VI.F, Item 219, page 60</u> – Could DOM clarify the circumstances in which this applies? The meaning of "publishing material" could be interpreted several ways, i.e., publishing a report to a DOM user. Depending on the definition material could be published for a very long time before discovery. The publishing event could include multiple documents that create many instances. Based on the scope of work for this RFP it is unclear what kind of publishing the vendor could be doing that would harm DOM sufficiently to justify such a risk of penalty. Could DOM cap this penalty per instance at a total of $5,000 per month?

Response: **The State SLAs shall remain as written. Refer to RFP 4243, Section II: Proposal Submission Requirements, Item 10.6 states, "If the Vendor does not agree with any item in any section, then the Vendor must list the item on the Proposal Exception Summary Form".**

Question 484: <u>Att. A, Section VI.F, Item 224, page 60</u> – Section F, Item 224. Vendor Reporting Requirements and Penalties seems to be a duplicate of Item 218 on the same page and section. Please confirm.

Response: **This requirement has been removed. See Amendment 52 above.**

Question 485: <u>Att. A, Section VI.F, Item 221, page 60</u> - Can DOM confirm that this requirement will not be used to penalize a vendor who is trying to resolve a good faith dispute over ownership of specific work products?

Response: **The State SLAs shall remain as written. Refer to RFP 4243, Section II: Proposal Submission Requirements, Item 10.6 states, "If the Vendor does not agree with any item in any section, then the Vendor must list the item on the Proposal Exception Summary Form".**

Question 486:   Att. A, Section VI.F, Item 221, page 60 - Can DOM agree to provide 3 days' notice prior to applying this penalty to give the vendor awareness of the compliance concern and an opportunity to resolve before accruing penalties?

Response: **The State SLAs shall remain as written. Refer to RFP 4243, Section II: Proposal Submission Requirements, Item 10.6 states, "If the Vendor does not agree with any item in any section, then the Vendor must list the item on the Proposal Exception Summary Form".**

RFP responses are due May 30, 2023, at 3:00 p.m. (Central Time).

If you have any questions concerning the information above or if we can be of further assistance, please contact Khelli Reed.

cc: ITS Project File Number 44440

Attachments: Exhibit D_2021
Exhibit H–MonthlyStatusReport
Exhibit I–MMDDYY_ProjectName_Office_Project CharterLite
Exhibit J–YYYMMDD_ProjectName_Office_Project_Charter
Revised Cost Information Submission Form
Revised Exhibit B – Liquidated Damages and Performance Standards