

**STATE OF WYOMING**  
**DEPARTMENT OF ADMINISTRATION AND INFORMATION**

PROCUREMENT SECTION  
700 W. 21st Street  
CHEYENNE, WY 82002

REQUEST FOR PROPOSAL

NO. <XXXX>

**WYOMING DEPARTMENT OF HEALTH**  
**DIVISION OF HEALTHCARE FINANCING, MEDICAID**

**IMPLEMENTATION SERVICES FOR THE WYOMING FRONTIER INFORMATION**  
**HEALTH INFORMATION EXCHANGE IT SOLUTION**

**OPENING DATE AND TIME**

**JANUARY 16<sup>TH</sup>, 2017 2:00 P.M. (MDT)**

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# **SECTION 1: REQUEST FOR PROPOSAL**

## **1. SUBMISSION OF PROPOSALS:**

Proposals shall be received for providing Design, Development & Implementation (DDI) services for the statewide health information exchange to be called the Wyoming Frontier Information (WYFI) for the state of Wyoming, Department of Health Division of Healthcare Financing, (Agency) through the Public Purchase online bidding system until March 13<sup>th</sup>, 2017, 2:00 P.M (MT).

Proposals shall include:

The technical proposal and cost proposal which shall be uploaded as separate documents and identified as such.

- 1.1. No proposal shall be considered which is not accompanied by the attached Proposal Price Sheet and signed by the proper official of the firm. Proposals shall not be accepted by FAX or email.
- 1.2. Proposals shall be submitted through the Public Purchase online bidding system on or before the time and date specified. Proposals received after the time specified shall not be considered.
- 1.3. Proposal information is restricted and not publicly available until after the award of the Contract by the Procurement Section. Once a contract has been fully signed and submitted to the A & I Procurement Office the award process shall be complete.

## **2. MODIFICATIONS OR WITHDRAWAL OF PROPOSALS:**

- 2.1. A proposal may be altered through the Public Purchase online bidding system prior to the specified date and time of the opening contained in this document.
- 2.2. A proposal may be withdrawn through the Public Purchase online bidding system by the Proposer up to the time of the opening. Failure of the successful Proposer to furnish the service awarded as a result of this advertisement shall eliminate the Proposer from the active Contractors list for a period of time as determined by the Procurement Section.

## **3. PREPARATION OF PROPOSALS:**

- 3.1. No proposal shall be considered which modifies, in any manner, any of the provisions, specifications or requirements of the Request for Proposal.
- 3.2. In case of error in the extension of prices in the proposal, unit prices shall govern.

- 3.3. Proposers are expected to examine special provisions, specifications, schedules and instructions included in this Request. Failure to do so shall be at the Proposer's risk.

#### **4. AWARD AND CONTRACT INFORMATION:**

- 1.1. The State of Wyoming hereby notifies all Proposers that it shall affirmatively insure that minority business enterprises shall be afforded full opportunity to submit proposals in response to this invitation and shall not be discriminated against on the grounds of age, race, color, sex, creed, national origin, or disability.
- 1.2. The Proposer also agrees that should this firm be awarded a Contract, the firm shall not discriminate against any person who performs work there under because of age, race, color, sex, creed, national origin, or disability.
- 1.3. The Proposer expressly warrants to the State that it has the ability and expertise to perform its responsibilities hereunder and in doing so shall use the highest standards of professional workmanship.
- 1.4. The State of Wyoming reserves the right to reject any or all proposals, to waive any informality or technical defect in the proposals, or to award the contract in whole or in part, if deemed to be in the best interest of the State to do so. The Department of Administration and Information (A&I), Procurement Section shall award this contract to the firm, determined by the Department of Health Division of Healthcare Financing the most responsive and responsible offer, based on criteria specified herein.
- 1.5. This Request for Proposal shall become part of the Contract and shall be in effect for the duration of the Contract period.
- 1.6. The selected Proposer shall be required to enter into and sign a formal Contract with the State with reasonable adjustments acceptable to the State. The agreement shall become a part of the Contract and shall be in effect for the duration of the contract period. The contract language shall control over any language contained within this RFP that conflicts with the signed and fully executed Contract.
- 1.7. The Successful proposer shall comply with the Americans with Disabilities Act and Wyoming Fair Employment Practices Act. (W. S. 27-9-105 et. seq.).

DATED THIS January 17, 2017

STATE OF WYOMING  
Lori Galles, Manager  
Procurement Section  
Assigned Buyer: Mandy Gershmel

## **SECTION 2: GENERAL PROVISIONS**

### **1. INDEPENDENT CONTRACTOR:**

- 1.1. The Contractor shall function as an independent Contractor for the purposes of the Contract, and shall not be considered an employee of the State of Wyoming for any purpose. The Contractor shall assume sole responsibility for any debts or liabilities that may be incurred by the Contractor in fulfilling the terms of the Contract, and shall be solely responsible for the payment of all federal, state and local taxes which may accrue because of this Contract. Nothing in the Contract shall be interpreted as authorizing the Contractor or its agents and/or employees to act as an agent or representative for or on behalf of the State of Wyoming or the Agency, or to incur any obligation of any kind on the behalf of the State of Wyoming or the Agency. The Contractor agrees that no health/hospitalization benefits, workers' compensation and/or similar benefits available to State of Wyoming employees shall inure to the benefit of the Contractor or the Contractor's agents and/or employees as a result of this Contract.

### **2. INSURANCE:**

- 2.1. All insurance policies required by this Contract, except workers' compensation and unemployment compensation policies, and shall contain a waiver of subrogation against the Agency and the State, its agents and employees. The Contractor agrees it shall carry the insurance which is applicable to this RFP. Contractor shall provide a copy of an endorsement providing this coverage.

### **3. LAWS TO BE OBSERVED:**

- 3.1. The Contractor shall keep fully informed on all federal and state laws, all local bylaws, regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority which in any manner affect those engaged or employed on the work or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, bylaws, ordinances, regulations, orders and decrees in force at the time of award. The Contractor shall protect and indemnify the State and its representatives against any claim or liability arising from or based on the violation of any such law, bylaw, ordinance, regulation, order or decree whether by himself or his/their employees. No extension of time or additional payment shall be made for loss of time or disruption of work caused by any actions against the provider for any of the above reasons.

#### **4. TAXES:**

- 4.1. The Contractor shall pay all taxes and other such amounts required by federal, state, and local law, including but not limited to federal and Social Security taxes, workers' compensation, unemployment insurance and sales taxes.

#### **5. ASSIGNMENT/CONTRACTOR:**

- 5.1. The Contract shall not be assigned by the Contractor. Third party participation is authorized only as a joint venture which shall be clearly stated with details on the original proposal, signed by all parties participating. Any alterations, variations, modifications or waivers of the provisions of this Contract shall be valid only if they have been reduced to writing, duly signed by the parties hereto and attached to the original Contract agreement.
- 5.2. The Contractor shall not enter into any subcontracts for any of the work contemplated under this Contract without prior written authorization of the State.
- 5.3. Claims for money due or to become due Contractor from the State under the Contract may not be assigned to a bank, trust company, or other financial institution, or to a trustee in bankruptcy, without approval by the State. Notice of any assignment or transfer shall be furnished to the State.
- 5.4. The Contractor shall not use the Contract, or any portion thereof, for collateral for any financial obligation without the prior written permission of the Agency.

#### **6. TERMINATION OF CONTRACT:**

- 6.1. The Contract may be terminated, without cause, by the Agency upon thirty (30) days written notice. The Contract may be terminated immediately for cause if the Contractor fails to perform in accordance with the terms of this Contract. The Contract shall remain in full force and effect until terminated as provided herein.
- 6.2. The State may, upon ten days' written notice to the Contractor, terminate the contract, in whole or in part, for just cause, which shall include failure of the Contractor to fulfill in a timely and proper manner the obligations under the Contract. In such event, all finished documents, data, models and reports prepared under this contract shall, at the option of the State become its property upon payment for services rendered through the termination of the Contract.



- 6.3. Should the Contractor fail to comply with the provisions of the Contract, payment for portions of the Contract shall be withheld until such time as the Contract terms have been successfully implemented and accepted by the Agency. Administrative, contractual, and/or legal remedies as determined by the Wyoming Attorney General shall be implemented if it appears the Contractor has breached or defaulted on the Contract.

## **7. ACCOUNT REPRESENTATIVE:**

- 7.1. The successful Contractor(s) shall appoint, by name, a company representative who shall be responsible for servicing this account. The appointed representative shall be responsible to provide the services required to insure that the account shall be administered in an organized systematic manner.

## **8. RESPONSIVENESS:**

- 8.1. Proposers are expected to examine specifications, schedules and instructions included in this package. Failure to do so shall be at the Proposer's risk.

## **9. EXTENSION AND AMENDMENT:**

- 9.1. The Proposer and the State agree that this proposal or subsequent Contract may, with the mutual approval of the Proposer and the State, be extended under the same terms and conditions of this proposal. It is anticipated that the Contract resulting from this RFP shall be for two (2) base years from the effective date through the base Contract term, and may be extended by agreement of both parties with two (2) optional one-year Contract extensions, in writing via a Contract Amendment and subject to the required approvals, biennium budget authorization, and CMS approval.

## **10. COMPLIANCE WITH LAWS:**

- 10.1. In performing the Contract, both parties agree to comply with all applicable state, federal, and local laws, rules and regulations.

## **11. AUDIT:**

- 11.1. The State or any of their duly authorized representatives shall have access to any books, documents, papers, and records of Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transactions.

**12. CONFLICT OF INTEREST:**

- 12.1. The parties warrant that no kickbacks, gratuities, or contingency fees have been paid in connection with the Contract and none has been promised contingent upon the award of the contract. The Proposer warrants that no one being paid pursuant to the Contract is engaged in any activities that would constitute a conflict of interest with respect to the purposes of the Contract.

**13. NO FINDERS FEE:**

- 13.1 No finder's fee, employment agency fee, or other such fee related to the procurement of this Contract shall be paid by either party.

**14. OWNERSHIP OF DOCUMENTS/WORK PRODUCT:**

- 14.1. It is agreed that all finished or unfinished source code, documents, data, or reports, prepared by Contractor under the Contract shall be considered the property of the State, and upon completion of the services to be performed, or upon termination of the Contract for cause, or for the convenience of the State, shall be turned over to the State at no additional cost.

**15. CONFIDENTIALITY OF INFORMATION:**

- 15.1. All documents, data compilations, reports, computer programs, photographs, and any other work provided to or produced by the Contractor in the performance of the Contract shall be kept confidential by the Contractor unless written permission is granted by the State for its release.

**16. SOVEREIGN IMMUNITY:**

- 16.1. The State of Wyoming and the Agency do not waive Sovereign immunity by entering into the Contract, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyoming Statute 1-39-104(a) and all other state law.

**17. INDEMNIFICATION:**

- 17.1. The Contractor shall release, indemnify and hold harmless the State, the Agency, and their officers, agents, employees, successors, and assignees from any and all claims lawsuits, losses, and liability arising out of Contractor's failure to perform any of Contractor's duties and obligations hereunder or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's malpractice or malfeasance.

## **18. APPLICABLE LAW/VENUE.**

- 18.1. The construction, interpretation and enforcement of this Contract shall be governed by the laws of the State of Wyoming. The Courts of the State of Wyoming shall have jurisdiction over this Contract and the parties, and the venue shall be the First Judicial District, Laramie County, Wyoming. The parties intend and agree that the State of Wyoming and the Agency do not waive sovereign immunity by entering into this Contract, and specifically retain immunity and all defenses available to them as sovereigns pursuant to Wyo. Stat. '1-39-104(a) and all other state law.

## SECTION 3: SPECIAL PROVISIONS INFORMATION

PROPOSALS SHALL BE SUBMITTED THROUGH THE PUBLIC PURCHASE ONLINE BIDDING SYSTEM BY 2:00 P.M. ON MARCH 13<sup>TH</sup>, 2017.

PROPOSALS RECEIVED AFTER THE TIME AND DATE SPECIFIED SHALL NOT BE CONSIDERED.

It is the responsibility of the Proposer to clearly identify all information that is considered confidential in accordance with the Wyoming Public Records Act, W.S. 16-4-201 through 16-4-205. Please identify each confidential page with the word "CONFIDENTIAL" in capital, bold letters centered at the bottom of each page. Information not clearly marked may be considered public.

### 1. STATE PARTIES

- 1.1. This Request for Proposal (RFP) is issued by the Wyoming Department of Administration and Information, Procurement Section, on behalf of the Department of Health, Division of Healthcare Financing (Agency).
- 1.2. Throughout this document and others in connection with this project, various references are made, or shall be made to the "State". Generally, whenever this reference appears, the term "State" incorporates all parties to the RFP as cooperative state agencies that shall be working on this project as a cohesive state unit.
- 1.3. It should be understood that the Director of Department of Health, Division of Healthcare Financing is empowered to be the signatory on all contracts, agreements, or modifications pertaining to this project. Such agreements, etc., not bearing this signature or that of a designee are invalid insofar as contractual relations between the State and Contractor are concerned.
- 1.4. The names and address of the State parties are:

**Teri Green**

State Medicaid Agent  
6101 Yellowstone Rd. Suite 210  
Cheyenne, WY 82002  
307-777-7531  
[teri.green@wyo.gov](mailto:teri.green@wyo.gov)

**Mandy Gershmel, Buyer**

Wyoming Department of Administration and Information  
Procurement Section  
700 W. 21st Street

Cheyenne, WY 82002  
Telephone: (307) 777-6718  
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## **2. CONTENT AND PROCUREMENT POINTS OF CONTACT:**

- 2.1. The Department of Administration and Information, Procurement Section, is the primary point of contact from the date of release of the RFP until the Contract is fully executed and signed. Any attempt to contact any State employees, other than those named below, regarding this procurement may cause rejection of any proposal submitted by that party.
- 2.2. Questions can be submitted via the Public Purchase online bidding system up until 2:00 P.M. (MT) on January 30<sup>th</sup>, 2017.
- 2.3. Written questions regarding RFP material or the procurement process shall be submitted through the Public Purchase online bidding system. No telephone calls or faxes shall be accepted.
- 2.4. Written responses shall be available under each question through the Public Purchase bidding system. Responses shall not identify the firm that submitted the question. All parties should clearly understand that only the written answers issued by the Agency are the official position on an issue, and these answers shall become part of the RFP and, by incorporation, any subsequent Contract.

## **3. RESTRICTIONS ON COMMUNICATIONS WITH STATE STAFF**

- 3.1. From the issuance date of this RFP until a Proposer is selected as the Contractor and the selection is announced, Proposers are not allowed to communicate with State staff except:
  - 3.1.1. Via written questions through the Public Purchase online bidding system;
  - 3.1.2. Via contact with the Procurement Representative, Mandy Gershmel, whose contact information can be found in *Subsection 1.4*; and,
  - 3.1.3. During Oral Presentations (if applicable) or in response to questions during the selection process.
- 3.2. For violation of this provision, the State reserves the right to reject the proposal.

#### **4. PRE-PROPOSAL CONFERENCE:**

4.1 A Pre-Proposal Conference shall not be held in connection with this RFP.

#### **5. ORAL PRESENTATIONS:**

5.1 Proposers may be requested to make an oral presentation. Such presentations are to clarify and or demonstrate any particular points about Proposers' responses, to display technical capabilities to assist the Evaluation Team in further evaluating the responses, and or to discuss any changes to their technical proposals which might be advantageous to the State. The procurement timetable (See *Schedule of Events* in *Section 4*) shall indicate the period when oral presentations may be requested. If so requested, Proposers shall be provided a one-week notification of the time scheduled for the presentation. The Evaluation Team shall address questions to the Proposers pertaining to their ability to complete this project.

5.2 The Proposer is responsible for the payment of all costs involved in any oral presentations and shall not be reimbursed by the State for these costs. All oral presentations shall be considered a part of the cost proposal, unless specifically stated otherwise.

5.3 The Evaluation Team reserves the right to make an award without requesting an oral presentation from any Proposer. At the option of the State, Proposer presentations may be attended by others in addition to the members of the Evaluation Team.

#### **6. PROPOSAL RESPONSE SEQUENTIAL ORDER:**

6.1 Proposers are required to keep their proposal response in the same sequential order that is referenced in *Appendix A: Mandatory Proposal Requirements Checklist*.

#### **7. EFFECTIVE DATES OF PROPOSAL:**

7.1 All terms, conditions and costs quoted in the Proposer's response shall be binding on the Proposer for 180 days from the effective date of the proposal.

#### **8. ADVERTISING AWARD CONDITIONS:**

8.1 A fully executed contract shall be made, with written approval from the State, before the successful Proposer may advertise the award of the contract or the services being provided. The Proposer shall agree not to refer to awards in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the State of Wyoming.

## **9. CONTRACT NEGOTIATIONS:**

9.1 The State shall notify the successful Proposer and negotiate a contract under the procedures of the State of Wyoming, Department of Administration and Information, Procurement Section and the Wyoming Attorney General's contract guidelines. A sample IT Contract can be found on the [Department of Enterprise Technology Resources Webpage](#). Proposers should submit as part of their proposal, suggested Contract language that relates to software licensing, maintenance services, and any patented or copyrighted products owned by the Contractor that shall be used in meeting the RFP specifications. Except for clauses related to software licensing, maintenance services, and any patented or copyrighted products owned by the Contractor that shall be used in meeting the RFP specifications, the successful Proposer shall be expected to sign a contract containing substantially the same terms and conditions as set forth in the draft contract. The successful Contractor shall be required to enter into and sign a formal Contract with the State.

9.2 This RFP, the proposal, oral presentation and any agreements entered into as part of the Contract award shall become a part of the Contract and shall be in effect for the duration of the Contract period. The Contract language shall take precedence over any language contained within this RFP that may conflict with the signed and fully executed Contract.

## **10. BEGINNING WORK:**

10.1 The selected Proposer shall not commence any work that could be billed until a valid Contract has been executed. The State shall not pay for any work by the Proposer prior to execution of the contract.

## **11. NON-APPROPRIATION OF FUNDS:**

11.1 Obligations of the State shall cease immediately if the Wyoming State Legislature fails to appropriate, or otherwise make available funds for the contract. The State shall use its best efforts to secure sufficient funding to cover the proposed contract, and notify the Proposer immediately of any funding insufficiency.

## **12. COPYRIGHT INFRINGEMENT:**

12.1 The Proposer shall warrant that all materials and/or Products produced hereunder shall not infringe upon or violate any patent, copyright, trade secret, or other proprietary right of any third party. In the event of a claim by any third party against the State, the State shall promptly notify the Proposer, and the Proposer shall defend such claim and the State's name. The defense of such claim shall be at the Proposer's expense.

**13. COST OF PREPARING PROPOSALS:**

- 13.1 All costs incurred for the preparation of this proposal and for other procurement related activities are solely the responsibility of the Proposer. The State of Wyoming shall not provide reimbursement for such costs.

**14. PROPOSAL EVALUATION:**

- 14.1 All Proposers shall meet the minimum qualifications set forth in the proposal requirements and review process in order to be considered and ranked pursuant to the criteria set forth in this RFP.

**15. RISKS AND LIABILITY:**

- 15.1 By submitting a proposal, a Proposer specifically assumes any and all risks and liability associated with information marked confidential in the proposal and the release of the information. All costs incurred in preparing a response to the RFP are the responsibility of the Proposer.

**16. ADDENDUM TO THE RFP:**

- 16.1 The State reserves the right to amend the RFP prior to the date for proposal submission. Addendum shall be uploaded through the Public Purchase online bidding system to the corresponding RFP.

**17. PROPERTY DAMAGE AND LIABILITY INSURANCE:**

- 17.1 The Proposer may be required to furnish proof of property damage liability insurance in the amount deemed necessary by the Agency for the project, if applicable.

**18. MISREPRESENTATION OF INFORMATION:**

- 18.1 Misrepresentation of a Proposer's status, experience, or capability in the proposal may result in disqualification of that Proposer from the selection process. Discovery of litigation or investigations in a similar area of endeavor may, at the discretion of the State and after consultation with the Procurement Services Section, preclude the Contractor from the selection process.



**19. DISPOSITION OF PROPOSALS:**

- 19.1 All material submitted becomes the property of the State of Wyoming, which is under no obligation to return any of the material submitted in response to the RFP. The successful proposal shall be incorporated into the resulting contract.

**20. LEGAL CONSIDERATIONS:**

- 20.1 This RFP is issued under the provisions of Wyo. Stat. § 9-2-1016 (1977), as amended and Wyo. Stat. § 42-4-101 et seq.
- 20.2 Proposers are charged with presumptive knowledge of all requirements of the cited authorities. Any proposal submitted by Proposer that fails to meet all published requirements of the cited authorities may, at the option of the State, be rejected without further consideration.

**21. PROPOSER RELATIONSHIP WITH STATE:**

- 21.1 Proposer staff shall have an ongoing relationship with State staff that is based on trust, confidentiality, objectivity and integrity. The Proposer shall be expected to operate at all times in the State's best interests and in a straightforward, trustworthy and professional manner. As part of the tasks described in this RFP, the Proposer shall:
  - 21.1.1 Work cooperatively with the staff of State and the State's business partners whenever required in the course of performing the functions required by the RFP and resulting contract.
  - 21.1.2 Proposer shall be able to work cooperatively with the staff of other Proposer whenever required in the course of performing the functions required by the RFP and resulting contract.

## SECTION 4: SCOPE OF WORK

WDH is seeking a solution that is a Software as a Service (SaaS) or vendor-hosted centralized HIE, available for all health care providers that treat Wyoming patients. The model shall be scalable to include multiple connections over the course of the project with the ultimate goal of being self-sustaining. The Wyoming HIE should offer simple tools at a low cost that shall assist providers with meeting Meaningful Use (MU) requirements.

Implementation shall be a phased approach to be described in the timeline of the Proposer's response. The requirements for each phase are listed in *Appendix B* of this RFP.

Any operational requirements not currently developed should be fully described in the Proposer's implementation section.

The selected Contractor shall comply with all requirements throughout the full term of the Contract. Proposers shall provide a full response to each requirement without cross-referencing other sections of the proposal. Proposers shall format and maintain numbering provided in this RFP to respond to each requirement.

### 1. PURPOSE AND INTENT:

WDH is seeking a Contractor to provide a Health Information Exchange (HIE) solution that shall be responsive to the specific requirements as detailed in this RFP. The HIE solution shall be constructed using standards and components that comply with software best practices, the Medicaid Information Technology Architecture (MITA), and service oriented architecture (SOA) principles.

The HIE solution shall enable and support providers in the State of Wyoming to achieve Meaningful Use, and allow for clinical data interoperability between providers in the State of Wyoming to improve the quality of healthcare.

#### ***Purpose***

The purpose of this RFP is to solicit competitive proposals from Proposers who can:

1. Provide a complete HIE solution to WDH in a Software as a Service (SaaS) model or a vendor hosted model;
2. Provide the technical specifications as listed in *Appendix B* to this RFP;
3. Provide integration and consulting services for the technical components, data, and trading partners to be integrated and on-boarded to the HIE;
4. Support interoperability with existing WDH systems and services that assist providers in meeting MU;
5. Meet all MU standards as per the Final Rule 42 CFR 495;

6. Demonstrate thorough working knowledge of the ARRA regulations;
7. Comply with the MITA 3.0 Seven Standards and Conditions; and,
8. Provide support and associated services for the HIE including Help Desk, support, maintenance, and hosting.

This project is to be implemented in a phased approach. The Proposer shall, at a minimum, support the clinical data standards of HL7 v2.x and 3.x, ADT, and C-CDA (XML). A brief outline of the expectations of each phase is as follows:

Phase 1 – DDI of the core HIE technologies, clinical data interfaces for 27 eligible hospitals, encryption, security and audit, hosting and Service Level Agreements (SLA), and help desk support for all stakeholders.

Phase 2 – Integration of laboratories, existing public health systems via the Total Health Record (THR) Gateway, and the THR EHR (MIE) for data contribution and RLS integration into the MIE EHR.

Phase 3 – Integration of ambulatory EHR's as data contributors to the HIE and integration of the HIE RLS into the Ambulatory EHR's.

***Intent***

The Proposer shall meet the mandatory requirements as outlined in *Appendix A* and shall provide the technical specifications as listed in *Appendix B* to this RFP. It is required that the Proposer's response describe in detail how they intend to approach the scope of work and the anticipated timeline for full implementation, as well as exchange and best practices for interoperability with multiple stakeholders.

Entities that are currently excluded under federal and/or state laws from participation in Medicare/Medicaid or any State's health care programs are prohibited from submitting bids.

## 2. SCHEDULE OF EVENTS

The following schedule of events is subject to change at the sole discretion of WDH:

<b>Event Description</b>	<b>Date</b>	<b>Time (MT)</b>
RFP Released	1/16/2017	2:00 P.M.
Closing Date for Questions	1/30/2017	2:00 P.M.
Response to Questions Returned	2/13/2017	N/A
Proposal Submission Due Date	3/13/2017	2:00 P.M.
Oral Presentations (Optional)	4/3/2017	TBD
Award Date (Anticipated)	4/17/2017	N/A
Contract Negotiations Completed (Anticipated)	6/30/2017	N/A
Finalized Contract and State Approvals (Anticipated)	7/10/2017	N/A

### **3. INTRODUCTION AND BACKGROUND:**

Wyoming Medicaid is a federal-state funded program that provides health and long-term care coverage to low-income children, parents, seniors and people with disabilities. The Wyoming Medicaid program has operated since 1967 under Title XIX of the Social Security Act, as amended. The Wyoming Department of Health, Division of Healthcare Financing (Agency) directly administers the Medicaid program and is funded by appropriation authorized by the Wyoming State Legislature for each biennium. The current biennium is July 1, 2016, through June 30, 2018, and the next biennium is July 1, 2018 through June 30, 2020.

Covering nearly 98,000 square miles, Wyoming is the nation's tenth largest state, as measured by geographic area. However, it is the least populated state in the nation according to the 2015 (V2015) United States Census Bureau statistics. The Wyoming population estimate as of July 1, 2015 was 586,107. In addition, Wyoming is one of only two states in the nation to be considered a "frontier state." This designation defines a state, which has a population to land area ratio of less than six people per square mile. Wyoming has two metropolitan statistical areas and seven smaller micro-statistical areas. Seventy- three (73%) percent of the state's residents live in these nine communities and most of these communities are located near one of Wyoming's borders. These demographics create unique healthcare challenges, including physician recruitment, maintaining an adequate emergency medical service (EMS) system, and outmigration of residents who seek healthcare services in neighboring states.

Wyoming Medicaid served a population of 89,252 eligible individuals in SFY 2015, with approximately 12,500 enrolled service providers. There were \$527.5 million in claims expenditures for Medicaid benefits in SFY 2015, which were processed through the Wyoming Department of Health's Medicaid Management Information System (MMIS).

Before the passage of the American Recovery and Reinvestment Act (ARRA), enacted in February of 2009, Wyoming Medicaid had embarked on a strategy to promote the use of electronic health records and the exchange of health information among Wyoming healthcare providers. Many stakeholders in the Wyoming health care system recognized the possibilities presented by technology advances and innovations to improve access to health care. Wyoming began exploration of how technological advances could benefit health care delivery with a 2004 directive from the Wyoming Legislature to the Wyoming Healthcare Commission. This legislation directed the Commission to conduct a study and develop a plan for establishing a statewide health information exchange network.

After completing the study, the Commission recommended to the Governor and the Legislature that a self-sustaining, Regional Health Information Organization (RHIO) should be formed to facilitate three types of partnerships. These partnerships would include intrastate partnerships, regional interstate partnerships, and national/federal partnerships. The RHIO would provide the impetus for the rapid deployment of Wyoming's health information infrastructure. The Wyoming Health Information Organization (WyHIO), was formed in 2005. While this organization is no longer active, Wyoming continues to facilitate the efforts for designing, developing and implementing a statewide health information exchange solution.

Because Wyoming Medicaid understood the importance that health information technology would have on health care for the providers and residents of Wyoming, a web based system called the Total Health Record (THR) was launched in 2009. The THR incorporates two technology components. The first is an Office of the National Coordinator (ONC) certified Electronic Health Record (EHR) for Wyoming Medicaid providers to use in their practice, which shall assist them with meeting Meaningful Use (MU). The second component is the THR Gateway. This system is used to provide a single point connection for providers to submit electronic reporting to Public Health Agencies in accordance with MU. The Gateway can also generate Continuity of Care/Consolidated Clinical Document Architecture (CCD/CCD-A) documents for Medicaid clients, to include data from claims, public health reporting, and clinical data from providers using the THR EHR. All data contained in the THR Gateway, is related to Medicaid beneficiaries exclusively.

ARRA, and the accompanying availability of federal funding streams, reinvigorated Wyoming's activities related to health information exchange. In the fall of 2009, Wyoming's governor appointed the Wyoming e-Health Partnership Task Force. The e-Health Partnership was directed to examine and improve the healthcare delivery for the citizens of the State of Wyoming. In March 2010, the ONC, awarded a cooperative agreement grant to the e-Health Partnership. The purpose of this grant was to fund development of a statewide Health Information Exchange (HIE).

The e-Health Partnership plan was to deploy health information exchange services in a phased approach, beginning with a direct secure messaging solution providing exchange services. However, this project failed to be self-sustaining, and the ONC Funding, which supported this project, was returned to the ONC in 2013. Currently, there is no operational Wyoming state-wide HIE. However, there are several smaller, regional HIEs which have emerged and are self-funded.

In 2011, the Medicare and Medicaid Electronic Health Record (EHR) Incentive Programs were established by the Centers for Medicare and Medicaid Services (CMS) to encourage eligible professionals and eligible hospitals to adopt, implement, upgrade (AIU), and demonstrate meaningful use of certified EHR technology.

Stage 1 of Meaningful Use (MU) set the foundation for the EHR Incentive Programs by establishing the requirements for the electronic capture of clinical data. This includes providing patients with electronic copies of their health information.

State 2 of Meaningful Use (MU) expanded upon the Stage 1 criteria, with a focus on ensuring that the meaningful use of EHRs supports the aims and priorities of the National Quality Strategy. Stage 2 criteria encouraged the use of health information technology for continuous quality improvement at the point of care, with the exchange of structured, formatted data.

In 2016, Wyoming Medicaid completed an environmental scan to determine the favorability for the current adoption and use of health information technology throughout the state. This environmental scan also provided information regarding the readiness for acceptance of a statewide Wyoming HIE solution.

The environmental scan consisted of three key components: a provider web survey, in-person focus groups, and targeted interviews. The key findings and observations from the environmental scan regarding Wyoming providers' HIT and HIE landscape provided insight into the challenges identified by the participants.

The survey participants, primarily healthcare providers, which provided input for the environmental scan, consistently reported the same challenges for delivery of high-quality healthcare services in the state:

- A small population, which is spread over a large geographic area
- Barriers, which exist in developing connections between healthcare delivery points; and,
- The limited access which providers have to engage knowledgeable resources for assistance with HIT systems.

Wyoming Medicaid has released this Request for Proposal (RFP) to procure the technical infrastructure required to establish a health information exchange that shall provide a suitable and cost effective solution for all of Wyoming's providers. This statewide HIE is intended to provide a means to exchange data electronically in a secure and efficient manner.

#### **4. STAKEHOLDERS:**

**Wyoming Department of Health (WDH):** WDH helps serves the healthcare needs of Wyoming residents. There are four primary divisions in the department: Aging, Behavioral Health, Healthcare Financing, and Public Health. Under the Division of Healthcare Financing is Wyoming Medicaid, which has the authority to request and manage health information exchange (HIE) funding from the Center for Medicare and Medicaid Services (CMS). WDH shall work with an HIE governing body to make decisions on HIE planning development. The State of Wyoming shall dedicate the following WDH resources to this project: Project Sponsor, Project Lead, and HIT System Manager and/or their designees.

**Eligible Professionals (EPs):** EPs provide services which are paid under or based on the Medicare Physician Fee Schedule. EPs are eligible for the Electronic Health Record (EHR) Incentive Programs. Connection to the HIE shall help EPs meet the requirements of the incentive programs and demonstrate Meaningful Use (MU).

**Eligible Hospitals (EHs):** There are 27 EHs in Wyoming that range in size and have implemented different EHR solutions (please refer to *Appendix E* to this RFP for the complete list of Wyoming EHs and their corresponding EHR vendors). HIE connection to all the hospitals shall bring value to hospitals and providers as they shall be able to efficiently share critical patient data across EHR platforms and make informed decisions based on a comprehensive patient medical record.

**Payers:** The group of payers include both private and public payers of healthcare services. While payers have their own health information technology which they leverage for care coordination, analytics and

population health, and financial management; their connection to the HIE shall provide a comprehensive profile of their specific patients. This patient specific data can be used for improving the quality of care, coordination of care, lowering the costs of care, and analytics and population health.

**Laboratories and Other Service Providers:** This group includes ancillary providers, who support the work of physicians. Diagnostic, therapeutic, and custodial services, such as laboratory and diagnostic imaging provide crucial patient data. This group's connection to the HIE shall allow for timely results to be published in the HIE, as well as be imported into provider EHRs, allowing providers to have more timely results and reduce duplication in testing.

**Patients:** Improving the health outcomes of the Wyoming population is the greater goal of the HIE. Patients shall have the option to opt-out from having their information listed and shared in the HIE. If patients remain in the HIE, they shall be able to have their medical records accurately and efficiently shared between the different providers they may encounter throughout the State.

**Bordering State HIEs:** Due to patient referral patterns throughout the state of Wyoming, the HIEs of bordering states are critical stakeholders to the WYFI project. These include CORHIO, UHIN, NeHII, and any other HIEs in bordering states of Idaho, Montana, and South Dakota, as well as other major HIE players that provide care to Wyomingites.

**CMS:** CMS is participating in the funding of DDI for the HIE and is providing guidance on the use cases.

**General WYFI Stakeholder:** This category of stakeholders is more broadly inclusive of, and encompasses any and all interested and vested parties in the success of WYFI. These stakeholders include other State stakeholders such as ETS and Public Health, the Wyoming Medical Society, the Wyoming Hospital Association, Indian Health Services, Veteran's Affairs, Long-Term Care, Retail Urgent Care, and more.

## **5. REQUIREMENTS:**

All Proposer requirements are included as appendices to this RFP. Proposers shall respond to each requirement and technical specification as instructed and detailed in the appendices. Proposers shall acknowledge or take exception to every requirement and technical specification, as well as provide a detailed response as requested. WDH created this RFP and defined the requirements stated herein. **ALL REQUIREMENTS AND SPECIFICATIONS ARE SUBJECT TO VARIATION AND MODIFICATION BY THE AGENCY ONLY.**



## **SECTION 5: REQUIREMENTS/SPECIFICATIONS – RESPONSIBILITIES OF CONTRACTOR**

### **1. CONTRACTOR STAFFING/QUALIFICATIONS**

The following sub-sections outline the Contractor staffing and qualification requirements as related to the services set forth in this RFP. These requirements include, but are not limited to:

#### **1.1 General**

1.1.1 The Contractor is required to provide staff for the design, build, deployment, integration, testing, and go-live of the HIE infrastructure (all three Phases as outlined in *Appendix B*);

1.1.2 The Contractor shall provide dedicated resources that include, at a minimum, One Project Sponsor, One Project Manager, One Technical Manager, One Clinical Subject Matter Expert (SME), Two Provider Outreach Coordinators, and Two Project Analysts; and,

1.1.3 The proposed team shall remain in place throughout the duration of the project. Any proposed changes to the team, shall be approved by the Agency in writing. There shall not no more than two changes to the proposed team throughout the project. The Agency retains all discretion and final authority over staffing decisions for the project.

#### **1.2 Project Sponsor**

1.2.1 The Project Sponsor shall be required to be onsite in Cheyenne, Wyoming for the monthly Project Status meetings with the State, for the duration of the Project, and be available as needed for communication with the State Project Sponsor.

#### **1.3 Project Manager**

1.3.1 The Contractor shall designate a Project Manager to represent and oversee the project. This individual shall serve as the focal and contact point for all Proposer business matters relating to the project. An individual resume, a list of their qualifications, Project Management Institute (PMI) certification, years of experience as a project manager, current work assignments (client name) and home office location shall be included.

1.3.2 The Contractor shall confirm that the Project Manager shall:

1.3.2.1 Be PMP-certified;

- 1.3.2.2 Have five (5) years of experience managing complex healthcare and/or IT related projects;
- 1.3.2.3 Have two (2) years of experience in healthcare IT;
- 1.3.2.4 Be the single point of contact for the duration of the engagement;
- 1.3.2.5 Be responsible for timely completion of all phases of the project;
- 1.3.2.6 Be responsible for meeting all contractual requirements for the duration of the project;
- 1.3.2.7 Remain assigned to the project through completion of the project as determined by WDH;
- 1.3.2.8 Identify project responsibilities and job functions;
- 1.3.2.9 Attend the monthly Project Status Meetings with the State, and any other meetings as requested by the Agency;
- 1.3.2.10 Be a dedicated resource during Phase I of the project, and shall be required to be onsite in Cheyenne, Wyoming a minimum of 75% of the time. The State shall negotiate onsite resource requirements for Phase II and Phase III;
- 1.3.2.11 Provide overall project planning and reporting services, and shall provide written monthly project reports and updated project plans in Microsoft Project; and,
- 1.3.2.12 Create and maintain the Risk Register and the Project Document Repository, the vendor is required to provide a standards-based Project Document Repository for the duration of the project.

#### **1.4 Technical Manager**

1.4.1 The Contractor shall confirm that the Technical Manager shall:

- 1.4.1.1 The Technical Manager shall be a semi-dedicated resource during all three Phases of the Project, and shall be required to be onsite in Cheyenne, Wyoming twice per month (at a minimum) for Phase I. The State shall negotiate onsite resources requirements for Phase II and Phase III;
- 1.4.1.2 The Technical Manager shall provide technical architecture, design, technical planning of the solution, and assist with all aspects of the project at a technical level;

1.4.1.3 The Technical Manager shall have a minimum of five (5) years of experience in IT projects; and,

1.4.1.4 The Technical Manager shall have a minimum of three (3) years of experience in healthcare IT projects.

## **1.5 Clinical Subject Matter Expert**

1.5.1 The Contractor shall confirm that the Clinical Subject Matter Expert (SME) shall:

1.5.1.1 The Clinical SME shall be a semi-dedicated resource during all three phases of the project, and shall be required to be onsite in Cheyenne, Wyoming twice per month for Phase I or as required by the State. The State shall negotiate onsite resources requirements for Phase II and Phase III;

1.5.1.2 The Clinical SME shall provide direction and oversight over clinical data, terminology and terminology services, clinical data translation and interoperability, patient consent, data sensitivity and code sensitivity, and alignment with clinical data sensitivity and privacy rules and regulations, and provider workflow and use-cases;

1.5.1.3 The Clinical SME role shall be a critical part of the validation of clinical data from disparate sources into the HIE, the accurate display of clinical data within the HIE's products and the creation of C-CDAs within the HIE for clinical data exchange;

1.5.1.4 The Clinical SME shall have oversight over clinical data within the HIE, with the goal of achieving correct and proper population of HIE components with the appropriate clinical data and the display and exchange of appropriate clinical data. The Clinical SME shall assist in the testing and validation of the clinical data within the HIE;

1.5.1.5 The Clinical SME shall have a minimum of 3 years of experience with Health IT projects;

1.5.1.6 The Clinical SME shall have a minimum of 5 years of experience working with clinical systems (sensitive codes, terminology, EHRs, other clinical systems);

1.5.1.7 The Clinical SME shall have a strong clinical background with preference given to experience in a clinical setting;

## **1.6 Provider Outreach Coordinators**

- 1.6.1 The Contractor shall confirm that the Provider Outreach Coordinators shall meet the following requirements:
  - 1.6.1.1 Provide split coverage of Wyoming into four corner regions and one central region for a total of five Provider Outreach regions.
  - 1.6.1.2 Identify regional variations and potential areas of Provider Outreach engagement.
  - 1.6.1.3 Provide weekly reports outlining contacts made which shall include type, duration, outcome, and follow up. Resource and training items shall include, but not be limited to: targeted surveys, welcome mailings, targeted mailings, emails, apps, outbound telephone calls, video conferencing, SMS text messaging and emerging social networking tools.
  - 1.6.1.4 Maintain an active worksheet with current information on all outreach connections to be maintained on Google drive. Report on attendance and post training or presentations via survey results within fourteen (14) days of the event.
  - 1.6.1.5 Shall have contacted 50% of all Wyoming providers within the first six months of project start.
  - 1.6.1.6 Shall have contacted 100% of all Wyoming providers within the first year of project start, with 80% outreach conducted face-to-face.
  - 1.6.1.7 Shall be responsible for the education of providers and shall be required to assist providers with engaging their EHR vendors.

## **1.7 Project Analysts**

1.7.1 The Contractor shall confirm that the two Project Analysts:

1.7.1.1 The two Project Analysts shall be dedicated resources during all three phases of the project. One of the two Project Analysts shall be required to be onsite in Cheyenne, Wyoming in a full-time capacity for Phase I or as required by the State. Note, the two Project Analysts may split this onsite requirement between them, however one Project Analysts shall always be available and onsite for the State. The State shall negotiate onsite resources requirements for Phase II and Phase III;

1.7.1.2 The two Project Analysts shall coordinate with trading partners, map interfaces and connectivity with internal and external systems, assist in the development of requirements, document requirements, provide documentation, assist in managing of the document repository, develop test cases, assist in the testing of the solution and interfaces, document and submit help desk tickets, and provide general project documentation and support to the State and the project team.

1.7.1.3 The Two Project Analysts shall each have a minimum of 1 year of Health IT experience;

1.7.1.4 The two Project Analysts shall have each a minimum of 2 years of experience in IT projects.

## **1.8 Subcontractors (if applicable)**

1.8.1 The Contractor shall confirm that all Subcontractors shall:

1.8.1.1 The Subcontractor shall report to and be responsible to the Contractor;

1.8.1.2 If applicable, the Proposer shall provide a description of all work to be subcontracted to third parties.

1.8.1.3 Certify that any supporting Contractor who may assist the primary Contractor, meet the requirements.

1.8.1.4 A description of the nature and duration of the previous relationship of all Subcontractors and/or third parties with the prime Contractor

1.8.1.5 Explanation of any existing contractual relationships between the prime and Subcontractors, or among Subcontractors.

## **2. CONTRACTOR ONSITE/OFFSITE REQUIREMENTS**

Below, the Agency has identified the requirements for Contractor onsite and offsite presence. These requirements are the first-year minimum requirements and shall be revisited with the Contractor after the first year of the contract. The Contractor shall comply with all of the requirements.

## 2.1 Onsite Requirements

- 2.1.1 The Agency is able to accommodate the Project Manager and Technical Lead. If any other staff are required onsite full time, it shall be at the expense of the Contractor. Basic internet connectivity shall be available along with basic work space.
- 2.1.2 The Project Manager shall be onsite in Cheyenne three weeks per month.
- 2.1.3 The Technical Manager shall be onsite in Cheyenne two weeks per month.
- 2.1.4 Project Sponsor, Project Manager, Technical Manager, and Clinical SME shall be onsite during Monthly Steering Group Meetings and any other meetings as requested by the Agency. In addition, they may be required to be onsite in Cheyenne for accomplishing tasks such as coordinating requirements, meetings, system demonstrations, training, etc.
- 2.1.5 The Agency requires that the Contractor maintain its Wyoming operations within the continental United States. The Contractor shall be required to maintain a physical presence in Cheyenne, as described below. Operational support staff may be located in another location throughout the State, or in a neighboring mountain state, including Montana, Colorado, Nebraska, Utah, and Idaho. The Agency prefers operational support staff to be located in the Mountain Time zone.
- 2.1.6 Staffing level commitments made in the proposal shall not be changed without prior approval of the Agency, unless due to the resignation, death, termination, military recall, or extended illness for any named individuals. Staffing shall include the named individuals at the levels of effort proposed.
- 2.1.7 The Agency shall approve staff for any position that does not include a named individual in the proposal prior to their participation in the contract.
- 2.1.8 The replacement for any staff member who is removed from or leaves the project for any reason shall match or exceed the replaced staff member in terms of skill level and experience. Such replacements are subject to Agency's approval at the time of the assignment and again 90 days later.
- 2.1.9 Replacement of any personnel, including those who have terminated employment, shall be with personnel of equal ability and qualifications as set forth in the RFP and as approved by the Agency.
- 2.1.10 The Agency shall have the right to request the removal of any Contractor staff member from all work on this project, and the Contractor shall comply with any such request immediately.

- 2.1.11 Personnel whose names and resumes are submitted in the proposal shall not be removed from this project without prior approval of the Agency substitute or additional personnel shall not be used for this project until a resume is received and approved by the Agency.
- 2.1.12 The above mentioned staff shall follow the Wyoming standard work day (8:00 A.M. to 5:00 P.M. MST) unless otherwise requested.

## **2.2 Offsite (Remote) Requirements**

- 2.2.1 Use of off-shore and near-shore resources (including all Subcontractors and staff) is strictly prohibited for all Contractor services associated with this RFP. The Help Desk shall be located in the continental United States.
- 2.2.2 Staff that are not mentioned in *Section 1.1.2* of this RFP may work offsite.
- 2.2.3 Staff working offsite shall be available during the Wyoming standard work day (8:00 A.M. to 5:00 P.M. MST) unless otherwise requested.
- 2.2.4 If required, offsite staff shall be available to come on-site per the request of the Agency.

## **3. TRAINING AND KNOWLEDGE TRANSFER PLAN:**

The Contractor shall be responsible for training WY HIE user groups. Medicaid staff, WY Department of Enterprise Technology Services (ETS) personnel, providers and their staff shall be provided full training on the use of the system. Training shall encompass the functions, procedures, and proper operation of the WY HIE and shall have a role-based curriculum that shall include a description of training methods that shall be used for each user group.

Training methods shall include, but are not limited to, “train the trainer”, online tutorials, and written materials.

The Contractor shall provide a Training Management Plan to include a knowledge transfer strategy for approval by the Agency or their designee. This document shall describe the strategy for training WY HIE users on the functions, procedures, and proper operation of the system. The training plan shall describe methods for training Medicaid staff, ETS personnel, WY providers and their staff.

The Contractor shall develop a Knowledge Transfer Strategy that shall provide instructions for training additional user groups that shall be connected as the WY HIE expands.



#### **4. QUALITY ASSURANCE AND QUALITY CONTROL:**

The Contractor is responsible for ensuring quality assurance and control measurements in order to assure the quality of the product solution and services. At a minimum, the Contractor shall describe its methodology managing the following:

- Scope;
- Schedule;
- Cost;
- Quality;
- Risk;
- Test Plan;
- Test Region (mirroring the production environment);
- Test Cases, Scripts, and Scenarios;
- Traceability Schedule;
- Test Results;
- Performance Requirements;
- Training and Knowledge Transfer; and,
- Help Desk and Support Services.

#### **5. CHANGE CONTROL MANAGEMENT:**

The Contractor shall maintain a control change process which lists all changes approved through the Agency change control board. The formal change control process, which shall be agreed upon by the Agency and the Contractor, shall include the reason for the change, a complete description of work to be performed, an estimate of time and cost to complete the task, a completion date for the change, and an impact analysis, which indicates ramifications or impacts to the project.

If unforeseen circumstances arise where a dispute resolution might be needed, the Contractor shall submit (in writing) a description of the problem and proposed resolution to the Agency HIE project manager and/or primary point of contact for his/her consideration. If change requests are needed, the Contractor agrees to continue at the hourly rate specified in the proposal response.

In the event it is determined that a change to the Statement of Work is required, a Contract amendment shall be made to the Contract in accordance with the Contract. A Project Change Request shall be submitted by the Contractor to the Agency as the justification for a change to the Statement of Work subject to the Agency's approval.

## **6. DELIVERABLES AND MILESTONES:**

During contract negotiations, the Contractor and the Agency will finalize the deliverables and milestones for this scope of work. At a minimum, the Contractor shall describe its methodology and approach for each deliverable and deliver each milestone listed below. It shall be the responsibility of the Contractor to document when each milestone shall be delivered in the Project Plan. The Agency shall review and approve each deliverable and milestone before it can be considered as completed by the Contractor. The Agency shall be allowed ten (10) business days for the review of each deliverable and milestone.

- Project Plan;
- Project Management Plan;
- Communication Plan;
- Training Plan;
- User Guides;
- Configurations Management Plan;
- Project Status Reports;
- Ad-hoc reports as needed and or requested by the Agency;
- Requirements Traceability Matrix and or Specifications Document;
- Design and Architecture Plan;
- Disaster Recovery and Contingency Plan;
- Implementation Plan; and,
- Any deliverable and or milestone as referenced in the Technical Specifications in *Appendix B* to this RFP.

## **7. SYSTEM OR WYOMING IT STANDARDS:**

The Contractor and its services, work products, and final deliverables provided by the Contractor, which are applicable to the services described in the Scope of Work of this RFP, shall be knowledgeable of and in compliance with pertinent State and Federal Statutes, CIO Promulgated Rules, State IT policies, rules, and standards for required system hardware, software and development components, when completed and accepted by the Agency.

Additionally, the Contractor shall have a working knowledge of all State and Federal mandates, regulations, standards and requirements that pertain to Scope of Work in this RFP, including operational compliance with legislation passed at the Federal or State level, as applicable.

The Contractor shall adhere to best practices during the execution of the scope of work including National Institute of Standards (NIST) Special Publication (SP) 800 series related to cyber security.

The Proposer shall acknowledge acceptance of these requirements in their response.

**State Standards:**

1. State of Wyoming CIO Promulgated Rules on Electronic Transactions:  
<http://cio.state.wy.us/CIOPromulgatedRules.aspx>.
2. State of Wyoming IT Policies and Standards: <http://cio.state.wy.us/PolicyPage/policy-page-2.html>.
3. If any of the Contractor's staff perform work under this Contract remotely to access State systems, the Contractor shall ensure they access the State networks and State systems in accordance with the State of Wyoming VPN access guidelines. A secure email connection with the State shall be required using the Agency's mail system for the secure transmission of data to the Agency. The Contractor is required to utilize the State of Wyoming VPN client software and meet the requirements for Contractor remote access to State Systems. The Contractor shall be bound by the requirements stated in this RFP for secure access to the HIE solution and data (two factor authentication, etc.).

The Proposer shall acknowledge acceptance of these requirements in their response.

**Statutory Mandates, Regulations and Standards:**

The Contractor shall follow CMS MITA 3.0 Seven Standards and Conditions:

**MITA Condition** – This condition requires states to align to and advance increasingly in MITA maturity for business, architecture, and data. CMS expects the states to complete and continue to make measurable progress in implementing their MITA roadmaps. Already the MITA investments by federal, state, and private partners have allowed us to make important incremental improvements to share data and reuse business models, applications, and components. CMS strives, however, to build on and accelerate the modernization of the Medicaid enterprise that has thus far been achieved.

**Modularity Standard** – This condition requires the use of a modular, flexible approach to systems development, including the use of open interfaces and exposed application programming interfaces (API); the separation of business rules from core programming; and the availability of business rules in both human and machine-readable formats. The commitment to formal system development methodology and open, reusable system architecture is extremely important in order to ensure that states can more easily change and maintain systems, as well as integrate and interoperate with a clinical and administrative ecosystem designed to deliver person-centric services and benefits.

**Industry Standards Condition** –States shall ensure alignment with, and incorporation of, industry standards: the Health Insurance Portability and Accountability Act of 1996 (HIPAA) security, privacy and transaction standards; accessibility standards established under section 508 of the Rehabilitation Act, or standards that provide greater accessibility for individuals with disabilities, and compliance with federal civil rights laws; standards adopted by the Secretary under section 1104 of the Affordable Care Act; and standards and protocols adopted by the Secretary under section 1561 of the Affordable Care Act.

**Leverage Condition** – State solutions should promote sharing, leverage, and reuse of Medicaid

technologies and systems within and among states.

**Business Results Condition** – Systems should support accurate and timely processing of claims, adjudications, and effective communications with providers, beneficiaries, and the public.

**Reporting Condition** – Solutions should produce transaction data, reports, and performance information that would contribute to program evaluation, continuous improvement in business operations, and transparency and accountability.

**Interoperability Condition** – Systems shall ensure seamless coordination and integration with the Exchange (whether run by the state or federal government), and allow interoperability with health information exchanges, public health agencies, human services programs, and community organizations providing outreach and enrollment assistance services.

The Proposer shall acknowledge acceptance of these requirements in their response.

***Contractor Agreements and Compliance:***

1. The Contractor shall be required to enter into a signed Business Associate Agreement (BAA), sample included in Attachment B, that is in compliance with the Privacy and Security provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) prior to start of work.
2. The Contractor shall have a detailed understanding of current rules and regulations applicable to the Scope of Work described in this RFP, including CFR 42 – Subchapter C, Health insurance programs and CFR 45 Parts 160 and 164. In addition, the Contractor shall be aware of upcoming changes to existing rules and regulations as well as new rules and regulations that may impact the Scope of Work.

The Proposer shall acknowledge acceptance of these requirements in their response.

***HIPAA and HITECH Compliance:***

1. The Health Information Technology for Economic and Clinical Health (HITECH) Act, was enacted as part of the American Recovery and Reinvestment Act of 2009 (ARRA), to promote the adoption and meaningful use of health information technology. Subtitle D of the HITECH Act addresses the privacy and security concerns associated with the electronic transmission of health information, in part, through several provisions that strengthen the civil and criminal enforcement of the HIPAA rules.
2. Contractor agrees to comply with all applicable federal rules related to the program, including but not limited to 42 CFR and HITECH.
3. All system components acquired through project procurements are expected to be fully compliant with the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Public

Law 104-1919) and Administrative Simplification (Subset of Title II) requirements in effect as of the date of release for the RFP and with any changes that subsequently occur, unless otherwise noted. Proposers are ultimately responsible for describing how their proposed solution meets and shall maintain HIPAA requirements for Transactions and Code Sets, Privacy, and Security services that include the appropriate administrative, technical and physical safeguards as well as system policies, procedures and relevant documentation related to security architecture and security controls implementation. **Reference Technical Requirement:**

The Privacy and Security regulations are found at 45 CFR Part 160 and Part 164.

The Proposer shall acknowledge acceptance of these requirements in their response.

## **8. OPERATIONAL READINESS AND OPERABILITY TESTING:**

- 1) The Contractor shall provide a Go-Live Operational Readiness Plan.
- 2) The Go-Live Operational Readiness Plan shall require an approval by WDH, which shall be re-evaluated at a minimum annually, and shall be updated by the Contractor annually.
- 3) WDH and the Contractor shall coordinate Operational Readiness and Operability testing that shall determine the Contractor's readiness to implement operations in all the following areas:
  - a) Software installation;
  - b) Data center and Disaster Recovery;
  - c) Internet connectivity;
  - d) Interfaces;
  - e) Provider training;
  - f) State staff training;
  - g) All system, user, and operations documentation;
  - h) System security;
  - i) Confidentiality of data;
  - j) Report generation and distribution processes; and,
  - k) Coordination of responsibilities with other Subcontractors as necessary.
- 4) The Contractor shall test all aspects of the HIE solution as part of the Operational Readiness and Operability Test phase.
- 5) The Contractor shall track and respond to all issues and defect conditions reported.
- 6) The Contractor shall prepare a risk mitigation and resolution plan to resolve all issues/defects.
- 7) Additional key components to be completed by the Contractor during the Operational Readiness and Operability Testing phase include:
  - a) Deliver an Operational Readiness and Operability Test Strategy;
  - b) Deliver an Operational Readiness and Operability Test Plan;
  - c) Deliver a testing schedule;
  - d) Prepare the test environment and test data sets;
  - e) Deliver an Operational Readiness and Operability Testing Checklist;
  - f) Perform Operational Readiness and Operability Testing;
  - g) Deliver a risk mitigation and resolution plan to WDH for all problems identified during Operational Readiness and Operability Testing;
  - h) Correct all problems and retest until all tests pass successfully with written approval from the Agency; and,
  - i) Prepare and review test results specifics with WDH.

8) The Contractor shall perform User Acceptance Testing (UAT).

9) Contractor performed UAT shall be completed in coordination with WDH and shall include at minimum:

- a) The ability for users to test the HIE solution;
- b) Users shall use Test IDs to submit test data and system responsiveness;
- c) The Contractor shall provide support to the UAT users; and,
- e) A demonstration and verification of physical data center security, data security, fire and disaster prevention, and recovery procedures. Testing shall include the amount of time necessary to recover from a disaster and to provide proof that the recovery has been successfully completed.

## **SECTION 6: EVALUATION METHODOLOGY**

### **1. OVERVIEW:**

The Agency shall conduct a comprehensive, fair, objective, and impartial evaluation of proposals received in response to this RFP. Proposals shall be evaluated by the Evaluation Team. The Evaluation Team is made up of members representing the project subject expertise. The Selection Committee is made up of members representing the project sponsorship.

### **2. COMPLIANCE WITH MANDATORY REQUIREMENTS:**

To be considered responsive, a submitted proposal shall meet the minimum requirements defined in this RFP. The minimum requirements are intended to ensure that evaluation of the Technical Proposal can proceed and that the Contractor agrees to perform all responsibilities within the RFP, Oral presentation and the Contract Terms and Conditions.

### **3. FINAL RANKINGS OF PROPOSALS:**

- 3.1. The State of Wyoming shall be the sole authority with respect to the evaluation of proposals. The firm that best meets the conditions of each of the individual criterion shall be awarded the highest (not necessarily maximum) points for that specific criterion. The balance of the Contractors shall be rated based on their evaluated points. After each criterion is evaluated, the Contractor with the highest total number of points shall be awarded the contract.
- 3.2. The State of Wyoming reserves the right to accept an entire proposal, a partial proposal, a single component proposal or no proposal at all.



**4. EVALUATION POINT SUMMARY:**

Proposer Background and Experience, including Resumes	5 points
Proposer References	5 points
Proposer Project Work Plan and Project Management Plan	20 points
Completed <i>Appendix B: Technical Specifications</i>	20 points
Proposer Approach to Deliverables	15 points
Oral Presentation	20 points
<b>Cost Analysis</b>	15 points
<b>TOTAL</b>	<b>100</b>
<b>points</b>	

\_\_\_\_\_All awards contingent upon verification of Resident Number (if applicable)  
(Resident #)

Please contact the Department of Workforce Services, Division of Labor Standards at (307) 777-7261 for assistance in obtaining a resident certification number.

**5. TECHNICAL SCORING AND RANKING:**

Please refer to the instructions in *Appendix A: Mandatory Proposal Requirements Checklist* for evaluation criteria for the technical components.

**6. COST SCORING AND RANKING:**

Cost Analysis (Cost Proposal shall be under a separate cover) : 15 points. The cost shall be presented as key deliverables in the form of individual cost and a project total (sum of the deliverables). The total project cost shall include all of the items listed in *Section 5: Requirements/Specifications – Responsibilities of Contractor*. If any of the Section 5 services cannot be provided in Contractor’s proposal or the requirement cannot be met – this is to be clearly explained as to why and what the alternative approach shall be and its associated cost. If there are no exclusions or exceptions – it shall be determined that all of the criteria has been met for the price quoted, inclusive of all personnel, overhead, travel, equipment usage, and other miscellaneous costs for the contract period quoted.

## **SECTION 7: PROPOSAL PRICE SHEETS**

These pages are required by the A&I Procurement Section and are the State's official pricing documents. Each applicable Proposer shall upload the Technical Proposal and the Cost Proposal (which includes the Proposal Price Sheet) as separate documents and identify them as such using the Public Purchasing online bidding system. The price to be entered on this page is the total fixed price is the sum from Pricing Schedule 1 and Schedule 2. In case of error in the extension of prices in the proposal, unit prices shall govern. Cost breakdowns are not included on this page. The Proposer shall ensure that all signatures and identifying numbers are properly affixed to this page in order for the Cost Proposal to be accepted.

### **1. PRICING SCHEDULES**

Pricing Schedule 1 itemizes the all-inclusive price for all activities related to the RFP scope of work. Proposers may suggest a payment schedule which mirrors specific deliverables in meeting the requirements of this RFP. Payment schedules based on time and materials only shall not be acceptable, nor shall a flat per-hour rate. Payment shall be made at the completion and acceptances of the individual deliverables, as defined in the RFP scope of work.

Pricing Schedule 2 itemizes the SaaS services and fees, and support after implementation and acceptance for the services, which could include licensing fees, work products and final deliverables by the Wyoming Department of Health. The Proposer shall provide the all-inclusive base SaaS services, fees, and support costs for each year. In the Cost Proposals, the Proposers shall state a maximum escalation percentage for SaaS services, fees, and support for each year. The Proposer shall guarantee that the support costs shall not exceed, or escalate, beyond this stated escalation.

Pricing Schedule 3 itemizes the all-inclusive base hourly rate for any required software changes related to the RFP scope of work. The Proposer shall submit in this cost proposal its hourly rate for performing any change orders requested by the State. This rate shall be a clear hourly rate, and shall include all travel and per diem charges.

## SECTION 8: PROPOSAL PRICE SHEET AND SIGNATURE PAGE

The undersigned agrees to provide Design, Development & Implementation (DDI) services for the statewide health information exchange to be called the Wyoming Frontier Information (WYFI) for the Wyoming Department of Health in accordance with the Request for Proposal, General Provisions, Special Provisions and Proposal Price Sheet for proposal no. **XXX**

DESCRIPTION	LUMP SUM PRICE (Written in Words and Number)

Total evaluated all-inclusive price for contract.....\$\_\_\_\_\_

(Sum of Pricing Schedule 1 and Pricing Schedule 2. The hourly rates from Pricing Schedule 3 are *not* included in this lump sum price.)

1. BY SUBMISSION OF A PROPOSAL, THE CONTRACTOR CERTIFIES:

- 1.1 Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- 1.2 No attempt has been made nor shall be by the Contractor to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- 1.3 The person signing this proposal certifies that he/she is authorized to represent the company and is legally responsible for the decision as to the price and supporting documentation provided as a result of this advertisement.
- 1.4 Contractor shall comply with all Federal regulations, policies, guidelines and requirements.
- 1.5 Prices in this proposal have not been knowingly disclosed by the Contractor and shall not be prior to award to any other Contractor.

2. GENERAL INFORMATION:

Contractor Name \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Email Address \_\_\_\_\_ FAX ( ) \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Employer Identification Number \_\_\_\_\_

3. OWNERSHIP AND CONTROL:

Contractor's Legal Structure:

- Sole Proprietorship
- Partnership
- Limited Partnership
- Other \_\_\_\_\_
- General
- Corporation
- Limited Liability

If Contractor is a sole proprietorship, list:

Owner Name \_\_\_\_\_ Phone ( ) \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Employer Identification Number \_\_\_\_\_

Beginning date as owner of sole proprietorship \_\_\_\_\_

Provide the names of all individuals authorized to sign for the Contractor:

NAME (printed or typed)	TITLE
_____	_____
_____	_____
_____	_____

**VERIFICATION**

I certify under penalty of perjury, that I am a responsible official (as identified above) for the business entity described above as Contractor, that I have personally examined and am familiar with the information submitted in this disclosure and all attachments, and that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including criminal sanctions which can lead to imposition of a fine and/or imprisonment.

\_\_\_\_\_  
 (Signature) (Name and Title) (Typed or Printed)                      \_\_\_\_\_  
 (Date)

E-mail address: \_\_\_\_\_

# Pricing Schedule 1

## Wyoming Department of Health

Design, Development, and Implementation for the Wyoming Frontier Information IT Solution

### Deliverables

---

Provide an all-inclusive price for all activities related to the RFP scope of work.

Proposers may suggest a payment schedule which mirrors specific deliverables in meeting the requirements of this RFP. Payment schedules based on time and materials only shall not be acceptable, nor shall a flat per-hour rate. Payment shall be made at the completion and acceptances of the individual deliverables for the design, development, and implementation of WYFI, as defined in the RFP scope of work.

#### Pricing Elements

[Deliverable 1] .....	\$ _____
[Deliverable 2] .....	\$ _____
[Deliverable 3] .....	\$ _____
[Deliverable 4] .....	\$ _____
[Deliverable 5] .....	\$ _____
[Deliverable 6] .....	\$ _____
[Deliverable 7] .....	\$ _____
[Deliverable 8] .....	\$ _____
[Deliverable 9] .....	\$ _____
[Deliverable 10] .....	\$ _____
<b>TOTAL ALL-INCLUSIVE PRICE not including Schedule 2</b> .....	<b>\$ _____</b>

---

Signature

Title

Date

**The State shall negotiate payment terms based upon a schedule to be determined by the Proposer and the State. Payment of invoices shall be based upon the Proposer meeting stated deadlines for deliverables and upon WDH written acceptance of the deliverables.**

## Pricing Schedule 2

### Wyoming Department of Health

Design, Development, and Implementation for the Wyoming Frontier Information IT Solution

#### Support

---

Provide the all-inclusive base SaaS services, fees, and support costs for each year. The Proposers shall state a maximum escalation percentage for SaaS services, fees, and support for each year. The Proposer shall guarantee that the support costs shall not exceed, or escalate, beyond this stated escalation.

Year 1:

#### Pricing Elements

Personnel .....  
\$ \_\_\_\_\_

Other SaaS Costs .....  
\$ \_\_\_\_\_

Percentage of support based upon the total cost of the SaaS .....  
\$ \_\_\_\_\_

**TOTAL ALL INCLUSIVE PRICE SUPPORT COSTS-YEAR 1** ..... \$ \_\_\_\_\_

**<Proposer Name>** guarantees the support costs shall not exceed or escalate beyond **<spell out percentage> (XX)** percentage.

## Pricing Schedule 3

### Wyoming Department of Health

Design, Development, and Implementation for the Wyoming Frontier Information IT Solution

#### All-Inclusive Hourly Rate

---

Provide the all-inclusive base hourly rate for any required software changes related to the RFP scope of work. The Proposer shall submit in this cost proposal its hourly rate for performing any change orders requested by the State. This cost is separate from the total lump sum shown on the Proposal Price Sheet. This rate shall be a clear hourly rate, and shall include all travel and per diem charges

All-inclusive Hourly Rate for performing software changes: .....\$\_\_\_\_\_

---

Signature

Title

Date

**The State shall negotiate payment terms based upon a schedule to be determined by the Proposer and the State. Payment of invoices shall be based upon the Proposer meeting stated deadlines for deliverables and upon WDH written acceptance of the deliverables.**

## **SECTION 9: PAYMENT TERMS**

### **1. TIME SCHEDULE/INVOICING:**

- 1.1. The State shall negotiate payment terms based upon a schedule to be determined by the Contractor and the State. Payments of invoices shall be based upon the Contractor successfully completing the deliverables within the stated deadlines, and upon the Agency's written acceptance of the deliverables and/or services.**
  
- 1.2. The Contractor shall submit monthly status reports with invoices outlining the contract's progress and compliance with milestones and delivery dates. Each report shall be verified by the State's representative that each of the RFP and contract requirements have been met to date.



# APPENDIX A: MANDATORY PROPOSAL REQUIREMENTS CHECKLIST

**PROPOSER:** \_\_\_\_\_

Requirement	Verification
Proposal was received on time both electronically and at the Wyoming Department of Health by date and time specified in the RFP.	Yes <input type="checkbox"/> No <input type="checkbox"/>
Proposals are sealed and labeled on the outside of the package and shows the title, RFP name and number, and includes the name of the Proposer.	Yes <input type="checkbox"/> No <input type="checkbox"/>
Technical Proposals and Cost Proposals are sealed in separate envelopes or boxes within the "Sealed Bid." Each Proposal is clearly marked "Technical Proposal" or "Cost Proposal".	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b><u>Delivery Method</u></b> Electronic copies shall be received online and hard copies shall be received via U.S. Mail, Express Delivery or Hand Delivery.	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b><u>Number of Copies (Technical)</u></b> <ul style="list-style-type: none"> <li>- One (1) online submission.</li> <li>- One (1) original hard copy with original signatures and is clearly marked as the "Original Technical Proposal".</li> <li>- Seven (7) identical hard copies of the original.</li> </ul>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b><u>Proposal Content</u></b> The technical proposal is ordered and includes tabs for the following sections: <ol style="list-style-type: none"> <li>1. Transmittal Letter</li> <li>2. Table of Contents</li> <li>3. Executive Summary</li> <li>4. Background and Experience</li> <li>5. Project Organization and Staffing Résumé</li> <li>6. Past Performance</li> <li>7. Project Work Plan</li> <li>8. Project Management Plan</li> <li>9. Approach to Deliverables</li> <li>10. Project Delays and Risk Management</li> <li>11. Contract Exceptions</li> <li>12. Financial Stability</li> <li>13. Appendices</li> <li>14. Proposal Presentation Concurrence</li> </ol>	Yes <input type="checkbox"/> No <input type="checkbox"/>

Requirement	Verification
<p><b><u>Transmittal Letter</u></b></p> <p>The Transmittal letter shall be on official business letterhead and contain the firm’s name and address. The Transmittal Letter shall be signed in ink by the individual authorized to commit the Proposer to the proposed scope of work and clearly indicates the name and title.</p> <p>The Transmittal Letter contains the following statements:</p> <ul style="list-style-type: none"> <li>• A statement indicating that the Proposer is a corporation or legal entity. All Subcontractors shall be identified and a statement included indicating the percentage.</li> <li>• A statement that the Proposer is/shall be registered to do business in Wyoming.</li> <li>• A statement identifying all amendments and addenda to this RFP issued by the Department and received by the Proposer. If no amendments or addenda have been received, Proposers shall include a statement that none were issued.</li> <li>• A statement that the person signing this Proposal is authorized to make decisions as to the proposed work, the prices quoted, that the offer is firm and binding, and that he or she has not participated, and shall not participate, in any action contrary to the RFP.</li> <li>• The name and telephone number of the Proposer’s representative who may be contacted for all contractual matters.</li> <li>• A statement that it is understood that if awarded the contract, the Proposer’s organization shall deliver the goods and services meeting or exceeding the specifications in the RFP and amendments.</li> <li>• The Proposer’s Federal Tax Identification Number.</li> <li>• A statement of affirmative action that the Proposer does not discriminate in its employment practices with regard to race, color, religion, creed, age, sex, national origin or mental or physical handicap, except as provided by law.</li> <li>• A statement that neither cost nor pricing is included in the transmittal letter or any part of the Technical proposal.</li> <li>• If the use of Subcontractor(s) is proposed, a statement from each Subcontractor shall be appended to the transmittal letter. The statement shall be signed by an individual authorized to legally bind the Subcontractor and state the general scope of work to be performed by the Subcontractor(s) including: <ul style="list-style-type: none"> <li>○ The scope and percentage of work to be performed by the Subcontractor (measured as a percentage of the total agreement price paid directly to the Subcontractor);</li> <li>○ The Subcontractor’s willingness to perform the work indicated; and</li> </ul> </li> </ul>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

Requirement	Verification
<ul style="list-style-type: none"> <li>○ The Subcontractor’s intent to sign a formal agreement with the Proposer if the Proposer is awarded the Contract.</li> <li>• A statement that no attempt has been made or shall be made by the Proposer to induce any other party to submit or refrain from submitting a proposal.</li> <li>• A statement that the bid was arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer or with any competitor.</li> <li>• If any page is marked “Confidential” or “Proprietary” in the Proposer’s proposal, an explanation to WDH of how substantial competitive harm would occur if the information is released.</li> <li>• A statement that neither the Proposer nor any proposed Subcontractor has been found in default of previous contracts in the State of Wyoming.</li> <li>• The Proposer’s assurance that the proposal shall remain in full force and effect for at least 180 days from the proposal due date, which shall be specified in the Transmittal Letter.</li> <li>• A statement that the Proposer does not and shall not have any interest that shall conflict, in any manner or degree with the performance of services required under this RFP.</li> </ul>	
<p><b><u>Proposer’s Company Background and Experience</u></b></p> <p>Proposers shall submit company information and a statement of relevant company experience.</p> <ul style="list-style-type: none"> <li>a) Proposers shall include an overview of the company including a summary of the company history. The overview shall include type of organization and the state of origin, the date established, location of headquarters and other offices, number and location of employees and a description of types of services offered.</li> <li>b) Proposers shall submit a statement of relevant corporate experience within the last five (5) years, including the experience of major Subcontractors.</li> <li>c) In this Section, the Proposer shall provide the following information (referencing the subsections in sequence) to evidence the Proposer’s experience in delivering services such as those sought under this RFP: <ul style="list-style-type: none"> <li>1. A brief statement of how long the Proposer has been performing the services sought under this RFP.</li> <li>2. A description of the experience level, technical and application knowledge, and government experience of the corporate technical resources that may be used for the contract.</li> <li>3. A list or relevant engagements.</li> </ul> </li> </ul>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

Requirement	Verification
<p>4. The dates of the period of service, by engagement.</p> <p>5. A description of the service provided, by engagement.</p> <p>6. A statement of why the Proposer believes these engagements constitute relevant company experience for this solicitation.</p> <p>d) The Proposer shall name and describe the use and experience of all proposed Subcontractors.</p>	
<p><b><u>Project Organization and Staffing Résumé</u></b></p> <p>An Organization Chart shall be included with the following:</p> <ul style="list-style-type: none"> <li>• All proposed personnel: <ul style="list-style-type: none"> <li>○ Differentiate between Proposer Staff and Subcontractor Staff;</li> <li>○ Staffing levels;</li> <li>○ Total hours to be expended, per phase and for the entire project;</li> </ul> </li> <li>• Supervisor level;</li> <li>• Responsibilities;</li> <li>• Key personnel; and,</li> <li>• Other staff members who shall be involved in the project.</li> </ul> <p>Organizational chart shall also define how long proposed team has been working together.</p> <p>The Proposer shall include brief résumés for personnel that shall be working on the project, if awarded the contract. Specialized training courses shall not be acceptable for demonstration of expertise in the required areas. Proven work experience combined with related education shall be means of substantiating expertise.</p> <p>Résumé format: Each project reference in a résumé shall include both the customer name and the time period the person worked on the project, as well as a brief description of the scope of the project. In addition, the résumés shall explain the role and responsibility of each person participating in the project. The State expects that personnel associated with these résumés shall be the personnel working on the project, should the Proposer be awarded the contract.</p> <p>The Agency shall have the right to request the removal of any Proposer staff member from all work on this project, and the Proposer shall comply with any such request immediately.</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p><b><u>Past Performance – Proposer</u></b></p> <p>Corporate references are required from at least three (3) prior clients. In addition, two (2) references are required for each of the staff members being proposed for the project. Whenever possible, an alternative point of contact for each reference should be listed with phone number and email address. Each reference should depict relevant experience that can be brought to bear during the term of this RFP. In order to ensure</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

Requirement	Verification
<p>current expertise, all work for client references provided shall have been completed no more than three years prior to the date of this RFP.</p> <p>References shall be verified during the proposal evaluation by telephone calls made by members of the Evaluation Team or through e-mail or the U.S. Postal Service.</p> <p>If contact with the referenced contact person or an alternative that has knowledge of the Proposer is not made, after reasonable attempts during the designated evaluation period, the reference shall be classified as unsatisfactory. All attempts to contact a referenced client shall be documented, including the date and time of the attempt.</p> <p>NOTE: The Agency reserves the right to contact other State of Wyoming agencies regarding engagements they may have had with the Proposer's company in the past, in addition to the references provided in the proposal.</p>	
<p><b><u>Work Plan</u></b></p> <p>The Proposer shall submit a work plan that meets the needs of the RFP and indicates a thorough understanding of the scope of the work. The Proposer shall identify realistic person hours of effort and responsibilities for the deliverable and each work activity. The work plan shall identify all required work activities, milestones and deliverable dates, personnel hours of effort, and responsibilities for the deliverable and each work activity.</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p><b><u>Project Management Plan</u></b></p> <p>The proposal shall contain a comprehensive and practical description of the Proposer's plans for project management and control mechanisms, including staff organizational structure, progress reporting, major decision making, sign-off procedures, and internal control procedures. The Proposer shall also indicate flexibility in meeting changes in program requirements and coping with problems.</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p><b><u>Approach to Deliverables</u></b></p> <p>Proposers shall describe their approach and methodology for completing the deliverables and milestones as described within the RFP by the established deadlines.</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p><b><u>Project Delays and Risk Management</u></b></p> <p>Proposer shall also describe how project delays shall be mitigated and addressed should they occur. This should include assurances that sufficient resources and knowledgeable, experienced staff are available to meet the project schedule.</p> <p>Provide a description of how the Proposer shall conduct risk management planning, identification, analysis, responses, and monitoring and controlling the risks throughout the life cycle of the project. Identify how the Proposer's Risk Management Plan shall increase positive impacts and decrease adverse events in the project.</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

Requirement	Verification
<p><b><u>Contract Exceptions</u></b></p> <p>Proposer shall state agreement with all General and Special Provisions, or shall take exception in the Executive Summary. Identifying exceptions to anything outlined in this RFP does not in any way bind the State to accept such changes, but only ensures that discussion and resolution of their acceptance may be deferred until after tentative award is made.</p>	
<p><b><u>Financial Stability</u></b></p> <p>a) Proposers shall submit copies of their organization’s independently-audited financial statements within the last eighteen months or provide a letter of good credit from their bank. If neither of these are available, Proposer shall submit a performance bond. The financial statement submitted shall be solely for the Proposer.</p> <p>b) The submissions shall include the audit opinion, the balance sheet, statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist for the Proposer, the Proposer shall state the reason and instead submit sufficient information to enable the Evaluation Team to determine the financial stability of the Proposer. Financial statements and company sensitive information provided may be marked confidential.</p> <p>c) Proposers shall provide a statement as to whether there is any pending litigation against the Proposer which may impair the Proposer’s performance in a Contract under this RFP. Likewise, Proposers shall provide a statement as to whether the Proposer or any of the Proposer’s employees, agents, independent Contractors, or Subcontractors assigned to the project have been convicted of, pled guilty to, or pled <i>nolo contendere</i> to any felony, and if so provide an explanation with relevant details.</p> <p>The Evaluation Team reserves the right to require the Proposer to submit additional financial information it believes is necessary to complete its evaluation.</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p><b><u>Appendices</u></b></p> <p>Proposer shall include completed Appendices in the RFP response.</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p><b><u>Proposal Presentation Concurrence</u></b></p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p><b><u>Cost Proposal</u></b></p> <p>The cost proposal shall be uploaded as a separate document using the Public Purchase online bidding system, and identified as such. The cost proposal shall consist of the completed <b>Proposal Price Sheet and Signature Page</b>, which includes Pricing Schedules 1,2, and 3.</p> <ul style="list-style-type: none"> <li>- One (1) hard copy with original signatures and is clearly marked.</li> </ul>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>

## APPENDIX B: TECHNICAL SPECIFICATIONS

Proposers shall complete the attached *Appendix B: Technical Specifications* workbook and shall include the completed workbook in their response to this RFP. Proposers shall respond with “Acknowledged” or “Exception” as requested in column C, and shall provide a detailed response as required in column D.



WY\_HIE\_RFP\_Appen  
dix B Technical Spec

### 2. SUPPLEMENTAL RESOURCES

Please reference [<ADD link back to website with reference docs>](#) for supplemental resources related to existing THR interfaces and their corresponding technical specifications and user guides.

## APPENDIX C: SERVICE LEVEL AGREEMENTS

Proposers shall complete the attached *Appendix C: Service Level Agreements workbook* and shall include the completed workbook in their response to this RFP. Proposers shall respond with “Acknowledged” or “Exception” as requested in column C, and shall provide a detailed response as required in column D.



Service\_Level\_Agreements.xlsx



## APPENDIX D: GLOSSARY

Acronym	Term
A&I	Wyoming Department of Administration and Information (Procurement Section)
ARRA	The American Recovery and Reinvestment Act
CCD/CCD-A	Continuity of Care/Consolidated Clinical Document Architecture
CMS	Centers for Medicare and Medicaid Services
DDI	Design, Development and Implementation
HIE	Health Information Exchange
IAPD	Implementation Advanced Planning Document
MITA	Medicaid Information Technology Architecture
MU	Meaningful Use
RFP	Request for Proposals
RLS	Record Locator Service
SaaS	Software as a Service
SOA	Service Oriented Architecture
WDH	Wyoming Department of Health
WYFI	Wyoming Frontier Information (name of Wyoming's HIE)

As an additional resource, please refer to the CMS glossary referenced [CMS Glossary](#).

## APPENDIX E: ELIGIBLE HOSPITALS

Hospital Name	EHR Vendor
Johnson County Memorial Hospital	CPSI
South Big Horn County Hospital	STAT
Weston County Hospital District	Cerner
Riverton Memorial Hospital LLC	HMS
Washakie Medical Center	Cerner
North Lincoln County Hospital	Meditech
Platte County Memorial Hospital	Cerner
Memorial Hospital of Laramie County	EPIC
Memorial Hospital of Converse County	Meditech
Albany County Hospital	Meditech
Wyoming Medical Center	Cerner
Lander Valley Medical Center	MedHost
Campbell County Hospital	Meditech
Memorial Hospital of Sheridan County	Cerner
Powell Valley Health Care	NextGen
West Park Hospital	Meditech
Memorial Hospital of Sweetwater	Quadramed
Evanston Hospital Corporation	Community Health Systems
Community Hospital	Cerner
Memorial Hospital of Carbon County	Healthcare Management Systems
Hot Springs County Memorial Hospital	Cerner
North Big Horn Hospital	Cerner
South Lincoln Hospital	Healthland
Crook County Sundance	Athena
Niobrara	Allscripts
Mountain View	Summit
St. Johns / Teton	eClinical Works