

# RFP SERVICES: ELECTRONIC hEALTH rECORDS (EHR) aUDITING

# rfp number: 8070001093

SECTION A: SCOPE OF WORK

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Calendar of Events

*All dates are estimates and subject to change.*

|  |  |
| --- | --- |
| activity | date |
| RFP available on website | 10/21/2019 |
| Final RFP question due by 3:00 PM CST | 11/4/2019 |
| RFP answers available on website by 3:00 PM CST | 11/20/2019 |
| Proposals due by 3:00 PM CST | 12/9/2019 |
| Interviews (Optional) | 12/30/2019 |
| Award of Contract, pending CMS approval | 6/8/2020 |
| Operations Begins | 7/1/2020 |

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# Scope of work

## Definitions

As used herein, the following terms shall have the following meaning unless the context clearly indicates otherwise:

### “Acquisition” means items, products, materials, supplies, services and equipment acquired by purchase, lease purchase, lease with option to purchase, or rental pursuant to applicable state law.

###  “Amendment” means a written restatement of or modification to a Contract Document executed by both parties.

### “Betterments” means offerings proposed by the vendor which fall within the outlined specifications and are more current or upgraded version than requested.

### “Bid” means an offer in the form of a bid, proposal or quote a Bidder submits in response to this Solicitation.

### "Bidder" means an individual or Business Entity that submits a Bid in response to this Solicitation.

### “COTS” means software that is commercial off the shelf.

### “Contract” means this RFP, which together with other Contract Documents, as may be amended from time to time, evidences the final agreement between the parties with respect to the contract awarded pursuant to this RFP.

### “Contract Document” means, when executed by all applicable parties as necessary, this RFP, the Bid of the awarded Contractor, any statement of work, work order, rider or similar document related hereto, any purchase order related hereto, other statutorily required or mutually agreed documents related hereto, and any Amendment to any of the foregoing.

### “Contractor” means the Bidder with whom the State enters into the Contract awarded pursuant to this RFP.

### “Closing Date and Time” is 3:00 P.M. Central Time on the date this RFP closes.

### “Deliverable” Specific tangible or intangible products or services produced as a result of the Project Request. Deliverables may be a project, a report, a document a test, a meeting, and other relevant outputs. Deliverables may be a single output completed within a month or may be composed of multiple smaller deliverables that are completed within specified timeframe that extends beyond a month.

### “Governance” The established policies, and continuous monitoring of their proper implementation, by members of the governing body of this contract. It includes the mechanisms required to balance the powers of the members (with the associated accountability), and their primary duty of enhancing the effectiveness and viability of the contract related to OHCA’s goals and objectives.

### “Milestone” Specific progress point(s) or task(s) that must be reached to achieve progress on the Project critical path. The milestone is a measurement of progress toward the deliverable.

### “Project” The temporary endeavor authorized in a Project Request undertaken to create a unique product, service, or result. This may include a project to deliver one or more business products according to a specified business case.

### “Project Request” The formal contract document OHCA uses to request services from one or more contractor attained through this RFP. Project Request may be awarded to one or more contractors, and shall be signed by both OHCA and the awarded contractor(s) prior to work being performed. Project Requests may be authorized for a single SFY or for multiple SFYs.

### “Request for Proposal or RFP” means this document inviting Bids for the Acquisition referenced herein.

## RFP Overview

### Oklahoma Health Care Authority (OHCA) is issuing this Request for Proposal (RFP) for the following services: Electronic Health Records (EHR) Auditor

### It is the preference of OHCA to award to a single Bidder. However, OHCA reserves the right to award to multiple Bidders when it has been determined to be in the best interest of OHCA.

### OHCA’s goals for this contract include following but are not limited to:

#### Conduct risk based audits (desk and field).

#### Ensure the OHCA complies with CMS requirements regarding the adoptions, implementation, upgrade, and meaningful use components of the Medicaid EHR Incentive Payment Program.

#### Comply with 42 CFR Part 495, Subpart D and OHCA’s approved audit strategy.

#### Interact with OHCA staff in a professional and collegial manner.

## Mandatory Provisions

### The Bidder shall have a minimum of three (3) years of experience auditing payments made to eligible providers under the Medicaid Electronic Health Records incentive Payment Program EHR as defined in Title 42 CFR Part 495.

## Budget

### The budget for this RFP shall not exceed the $471,280.00 from the Contract Award Date through June 30, 2021.

### The not-to-exceed amount for subsequent options to renew shall be established by Attachment 7 Price Proposal.

### In accordance with 74 O.S. § 85.40, all travel expenses to be incurred by Contractor in performance of the contract shall be included in the total Bid price/contract amount.

## Payment Structure

### In consideration for the satisfactory performance of the Scope of Work, OHCA shall pay Contractor in accordance with its Cost Proposal up to the established not-to-exceed amount.

### Before beginning work on any project under this contract, OHCA shall submit to Contractor(s) a Project Request along with the fixed number of hours to be billed at the stablished hourly rate. This statement of work and the number of hours shall be approved by OHCA before work begins. On a monthly basis Contractor(s) shall invoice the OHCA for the hours completed during the prior month; the total amount billed shall not exceed the total fixed amount for each individual Project Request.

### In the event that OHCA or the Contractor requests changes to a particular project which will affect the number of hours required to complete the project, OHCA and the Contractor shall agree in writing on a revised Project Request before any work begins related to such changes.

## OHCA Overview

### OHCA is the state agency that administers the Oklahoma Medicaid Program known as SoonerCare. Medicaid is a Federal and State entitlement program that provides funding for medical benefits to certain low-income individuals who have inadequate or no health insurance coverage. Medicaid guarantees coverage for basic health and long-term care services based upon income and/or resources created by Title XIX or of the Social Security Act of 1965, Medicaid is administered at the Federal level by the Centers for Medicare and Medicaid Services (CMS) within the Department of Health and Humans Services (HHS). CMS established and monitors certain requirements concerning funding, eligibility standards, scope and quality of medical services. States have the flexibility to determine some aspects of their own program, such as setting Provider (an individual or entity contracted OHCA to provide healthcare services to enrolled Members) reimbursement rates and determining the eligibility requirements and benefits offered within certain Federal parameters.

## Project Information

### Conduct post-payments of Eligible Professionals and Eligible Hospitals participating in the Oklahoma Promoting Interoperability (EHR Incentive) Program in accordance with Federal Rules (42 CFR Part 495), OHCA Administrative Code (317:30-3-28), and the State’s approved EHR Incentive Audit Plan.

## Contract Governance

OHCA, the Reporting Entity, and the Contractor both have key roles for a successful contract. OHCA and the Reporting Entity take an active role during contract implementation. A Governance process that includes OHCA, the Reporting Entity, and the Contractor is the most successful.

## OHCA Roles and Responsibilities

### The OHCA Contract team will coordinate the overall project management responsibilities including availability of OHCA resources as required to support the contract. During the entire lifecycle of the Contract, the OHCA will:

#### Define the goals and objectives of the contract and services throughout implementation and ongoing operations.

#### Communicate the goals, objectives, and ongoing status of the contract to all stakeholders.

#### Work with stakeholders to identify and monitor project and program risk and appropriate mitigation issues related to the contract.

#### Monitor the project management approach that will govern the contract.

#### Review the draft deliverables and final deliverables developed by the contract and provide feedback, request changes, and provide final review until the OHCA is satisfied with the resulting deliverable.

#### Review and approve or reject final deliverables developed and revised by the Contractor.

#### Provide access to OHCA management and Subject Matter Experts (SMEs) for the approval of the deliverables required to meet the goals and objectives of the project.

### Table 1 describes OHCA’s key staff and roles and responsibilities

#### Table 1

|  PROJECT TITLE | ROLES AND RESPONSIBILITIES |
| --- | --- |
| Reporting Entity | * Primary point of contact for Contract administration and first tier for disputes.
 |
| Contract Coordinator | * Point of contact for Contract administration and first tier for disputes.
 |
| Professional Services Contracts Manager | * Point of contact for second tier Contract dispute resolution.
 |
| Program Manager | * Provides daily management of the project and serve as the chief liaison to the Program Monitor for design, development, and project implementation activities, as well as the project’s maintenance and operational phase;
* Authorized to make day-to-day project decisions;
* Responsible for managing the OHCA teamwork activities consistent with the approved work plan;
* Responsible for identifying resource requirements, coordinating use of personnel resources, identifying issues and solving problems, and facilitating implementation of the System.
 |

## Contractor Staffing, Roles, and Responsibilities

### The contractor shall provide the following:

#### All staff necessary to perform the service required under the RFP.

#### The following key personnel

###### A Project Director (PD) with day to day responsibility for the services required under this RFP. The Project Director does not have to be permanently located in Oklahoma City; however, they must be regularly present in quarterly update meetings in Oklahoma City.

###### A Project Manager

###### An information technology lead responsible for the Contractor’s access to the MMIS and/or establishing and maintaining electronic file transfer with OHCA.

###### A trainer to learn OHCA policy and rules, and provide training to Contractor staff to be kept current on OHCA policy and rules.

### Contractor shall not change the designation of the Key Personnel without prior approval through formal correspondence from OHCA. (The Contractor may use its expertise and experience to propose other types of staff – OHCA at its sole discretion may decide to accept a proposed staff category.)

### Table 2 Contractor Key Personnel Roles and Responsibilities describes the key project positions, their corresponding roles project responsibilities, and minimum qualifications for each. Other positions may be proposed at the Contractor’s discretion multiple positions can be held by one person.

#### Table 2

| TITLE | ROLES AND RESPONSIBILITIES | QUALIFICATIONS |
| --- | --- | --- |
| Project Director | * Primary point of contact with the OHCA’s Program Monitor and Contract Coordinator for activities related to contract administration, overall project management and scheduling, correspondence between the OHCA and the Contractor, dispute resolution, and status reporting to the OHCA for the duration of the contract.
* Authorized to commit the resources of the Contractor in matters about the implementation performance of the Contract.
* Responsible for ensuring all Contractor-required resources identified by project manager are staffed on time.
 | * Minimum of 3 years of direct project oversight.
* Special consideration may be given to those who have Medicaid experience.
 |
| Project Manager | * Provide onsite management of the project and serve as the chief liaison to the OHCA for design, development, and project implementation activities in support of the State’s EHR Incentive Audit Program, as well as the project’s maintenance and operational phase.
* Authorized to make day-to-day project decisions.
* Responsible for facilitating the project by using the project management processes, organizing the project, and managing the teamwork activities consistent with the approved work plan.
* Responsible for scheduling and reporting project activities, identifying resource requirements well in advance, coordinating use of personnel resources, identifying issues and solving problems, and facilitating implementation of the services.
* Shall host, via conference call, monthly milestone meetings and interim meetings as needed.
* Provide expert guidance ensuring that EHR auditing policy as defined by CMS and business rules as defined by the OHCA are correctly implemented in the Contractor’s services.
* Advise the OHCA regarding best practices and recommends modifications to business processes to improve the overall program.
 | * Minimum of 3 years of project management experience for a government or private sector health care payer, including experience in a state similar in scope and size.
* Possess current Project Management professional certification, e.g., Project Management Institute (PMI), etc.
 |

## Scope of Work

### The Contractor shall:

#### Be flexible to meet state and federal policy changes

#### Be collaborative with OHCA staff with respect for the staffing limitations within OHCA and their other commitments.

#### Conduct risk based audits in accordance and compliance with 42 CFR Part 495 OHCA Administrative Code (317:30-3-28), and OHCA’s CMS approved audit strategy to ensure OHCA complies with CMS requirements regarding the Adoption/Implementation/Upgrade and Meaningful Use components of the Medicaid EHR Incentive Payment Program.

#### Review and recommend potential changes/modifications to OHCA’s CMS approved audit strategy to OHCA within ninety (90) days of contract award.

#### Provide all necessary information and assist as needed with provider appeals (this may include sending staff to OHCA for appeal).

#### Promptly respond to inquiries from OHCA and providers.

#### Immediately notify OHCA of issues of non-response of requests made of providers.

### Contractor’s System Requirements

#### Be updatable to accommodate changes required or resulting from CMS or OHCA policy directives and protocols.

#### Contractor’s system shall accommodate existing or now OHCA processes.

#### Hardware and software for the Contractor’s information systems, and all other electronic communication must be sufficient to meet the service and reporting requirements of this RFP and acceptable to OHCA.

#### Contractor shall not require any changes or modifications to OHCA’s Medicaid Management Information System (MMIS).

#### Allow OHCA to view Contractor’s system, including all attachments associated with OHCA contract only. Accept attachments from OHCA to add to Contractor’s system as necessary.

#### Transfer supporting documentation linked with the associated X to OHCA document management system on a mutually agreed upon schedule.

#### If the Contractor chooses to use electronic file transfer, the Contractor shall comply with electronic file transfer specifications outlined in Section B.17. Confidentiality and Security.

### OHCA’s shall:

#### Provide EHR Incentive Program attestation data to the Contractor. Prove information on OHCA policy, eligibility, and other information requested by the Contractor.

#### Review the criteria and protocols proposed by the Contractor and acceptable to OHCA.

#### Provide up to one hundred (100) hours of training to Contractor’s Project Manager and staff before operations start-up and up to three (3) hours per month of updates thereafter.

## Reporting Requirements

### The Contractor shall submit the following:

#### Weekly Implementation Report – During Contract Development, OHCA and Contractor shall agree on any revisions to the Milestone Schedule shown as Form 5, major implementation risks outside Contractor’s controls, and the critical path for meeting the implementation schedule. Contractor shall submit a weekly implementation report in a mutually agreeable format identifying any changes from the original milestone dates and the reasons for the change and the status of the major implementation risk particularly those affecting the critical path.

#### Reports detailing the following information:

###### Draft reports to OHCA notifying of adverse finding and recommendation within thirty (30) days of the completions of field work.

###### Upon OHCA approval of adverse finding or upon contractor’s positive findings, a findings report to the provider notifying them of outcome and any actions they need to take, if applicable.

###### Report a monthly audit status report to OHCA to support federal and state hospitals being audited along with their current status in the audit process.

###### Other reports as requested by OHCA.

###### Other reports as proposed by the Contractor and acceptable to OHCA.

## Required Insurance Coverage Minimum Limits, as applicable

### Commercial General Liability Limit(s)

#### Combined single limit: $1,000,000.00

#### Separate aggregate limit: $1,000,000.00

### Workers’ Compensation Insurance

#### Per accident for bodily injury: $1,000,000.00

#### Per bodily injury disease policy: $1,000,000.00

#### Per disease per employee: $1,000,000.00

### Business Automobile Liability Insurance

#### Combined single limit per occurrence for bodily injury and property damage: $500,000.00

#### Alternative acceptable limits:

* Bodily injury per person: $250,000.00
* Bodily injury per occurrence: $500,000.00
* Minimum for property damage liability per accident: $100,000.00

#### Umbrella Liability

###### Per occurrence: $1,000,000.00

###### Aggregate: $1,000,000.00

#### Professional Errors and Omissions Insurance: $1,000,000.00