

IT Professional Technical Services Master Contract

Statement of Work (SOW) For Technology Services Issued By

Minnesota Department of Health

Project Title: MDS 3.0 Upgrade

Service Category:

Architecture Planning & Assessment - Technical

1. Business Need

In accordance with Minnesota Statutes, Sections 144.0724 and 256B.438, the Minnesota Department of Health Case Mix Review Program is responsible for the creation and maintenance of a statewide system that provides resident reimbursement classifications based on assessments of residents of nursing homes and boarding care homes. The Case Mix Review Program also conducts audits of the assessments completed, and a process for the reconsideration of a resident classification. The United States Department of Health and Human Services, Centers for Medicare and Medicaid Services (CMS) requires that every nursing home or boarding care home that participates in the Medicare and/or Medical Assistance programs complete a prescribed assessment on each resident at set times. This assessment is called the Minimum Data Set (MDS) and is used to determine the resident reimbursement classification, called a Case Mix classification or Resource Utilization Group (RUG's). The current version of the MDS, called MDS 2.0 will be replaced with a new version of the MDS, called MDS 3.0 effective October 1, 2010. The MDS 3.0 is a significant revision of the current version.

In 2001 – 2002, automated systems were developed for the creation of the resident classification process, the audit process and the reconsideration process using the MDS 2.0 assessment instrument. With the development of the MDS 3.0, those processes will need to be modified. Additionally, technology and software advances have occurred since the applications were developed and upgrades to more efficient and effective technologies and software are appropriate.

Minnesota has 385 Medicaid-certified nursing homes and boarding care homes that have their reimbursement established under the case mix system. Annually, over 250,000 assessments and discharge records are processed annually by the case mix system. Over 160,000 resident reimbursement classification notices are generated. Almost 7,800 assessments are audited annually by the case mix program. Nearly 300 reconsideration requests are processed annually.

For additional information on the MDS and the Minnesota case mix program visit, the following websites:

MDS 2.0 - <http://www.cms.hhs.gov/MinimumDataSets20/>

MDS 3.0 - http://www.cms.hhs.gov/NursingHomeQualityInits/25_NHQIMDS30.asp#TopOfPage

Minnesota Case Mix System - <http://www.health.state.mn.us/divs/fpc/profinfo/cms/casemix.html>.

2. Project Deliverables

This project includes the design and development of a Java based application to meet the prescribed business process and MDS 3.0 standards. Following are the major components of the system:

- A central office application with an Oracle database version 10g, Release 2 (10.2.0.2).
- A Java application for field staff that can run on a stand-alone laptop or tablet PC. The laptop/tablet PC will have Oracle Lite client Version 10.3.0.2.0 for local database access.
- Oracle Database Lite Mobile Server Version 10.3.0.2.0 will act as the mechanism to securely transfer data between the field office laptops (tablet PC) and the central database. This will allow for device management and data synchronization.

The new application will need to co-exist with the current application for the MDS 2.0 for an indefinite period of time. The current application uses Oracle forms/reports for both central office application and field laptops. Oracle 9i database is used on the central server and Oracle Lite version 5 is used on the field laptops.

Special Note: This project will need to be accomplished under restrictive timelines. Many of the specifics regarding the MDS 3.0 assessment instrument and the data elements will not be known until October 2009. The MDH Project Manager, in collaboration with the Customer Manager, will be responsible for change management and scope management, as defined in the Project Environment section below.

3. Project Milestones and Schedule

3.1 Project Start Date – October 2009

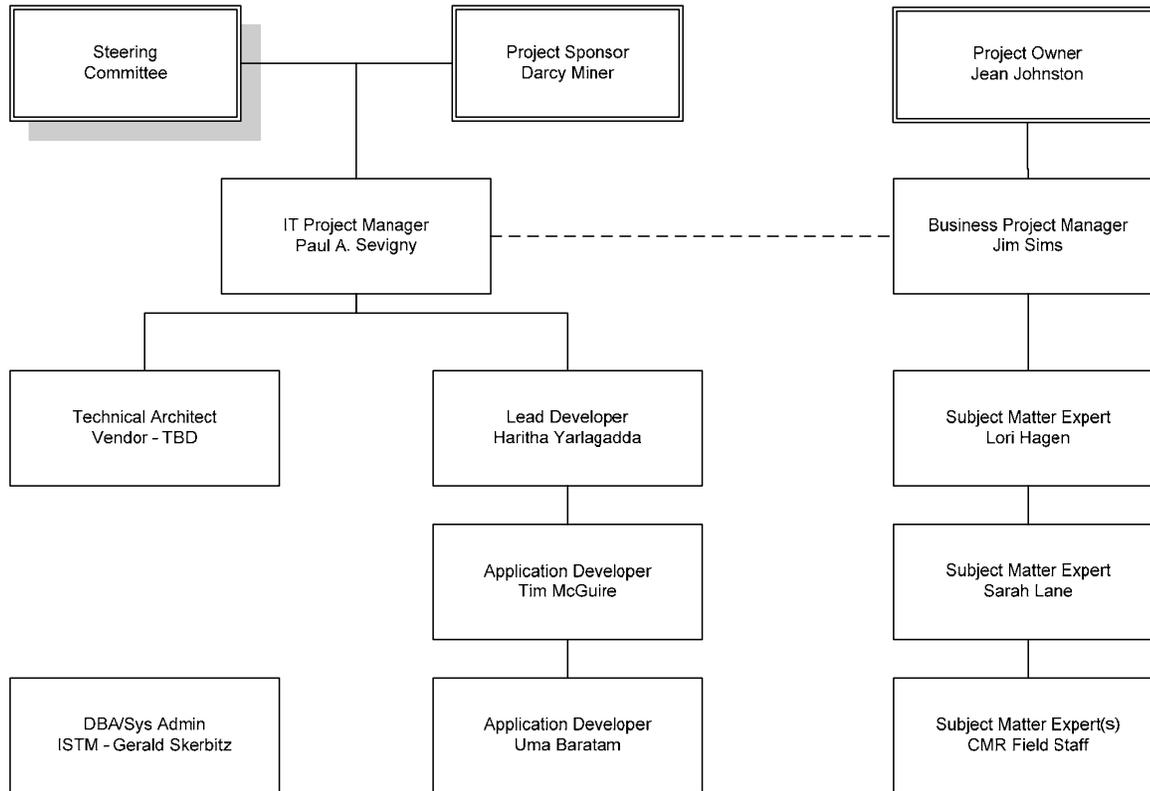
3.2 Project End Date – November 2010

4. Project Environment (State Resources)

The MDH will provide technical and business resources to assist with the project as follows:

- a. Project oversight in the form of a Steering Committee and Project Sponsor.
- b. A Project Manager who will be responsible for overall project coordination, communications, change management, procurement and scope management and will review the impact of all potential changes to the project scope and present the options to the Steering Committee for approval before making any changes to the project.
- c. A Customer Manager who can identify and provide access to Subject Matter Experts as necessary.
- d. Subject Matter Experts who can provide business knowledge and system requirements.

- e. Access to the current MDS 2.0 systems and their technical documentation.
- f. A technical staff consisting of DBA/System Administrator and application developers.
- g. The following chart depicts the organizational structure for this project:



- h. This project is being sponsored by the Compliance Monitoring Division (CM)

5. Agency Project Requirements

The selected vendor resource must provide support for the following project requirements:

- 1.1 Compliance with the Statewide Enterprise Architecture (See <http://www.state.mn.us/portal/mn/jsp/content.do?subchannel=-536891918&id=-536891917&agency=OETweb>).
- 1.2 Compliance with MDH Technical Architecture Standards.

6. Responsibilities Expected of the Selected Vendor

The selected vendor will provide a Technical Architect who will work with the project team to accomplish the following:

- a. Develop an achievable task schedule.
- b. Work with the agency project team and business experts to complete work.
- c. Facilitate meetings and design sessions with agency project team.
- d. Develop high-quality project deliverables that meet the expectations of the Steering Committee.
- e. Provide completed deliverables and documentation in a format that makes them easily accessible and useful by the Department of Health.

7. Required Skills

The Technical Architect provided by the vendor must have at least five (5) years experience performing the following activities:

- a. Identify the technologies that will be used for the project.
- b. Recommend the development methodologies and frameworks for the project.
- c. Offer alternative technical solutions when appropriate.
- d. Provide the overall design and structure of the application.
- e. Ensure that the design is adequately documented and tested.
- f. Establish design/coding guidelines and best practices.
- g. Mentor developers for difficult tasks.
- h. Provide technical advice and guidance to the project team.
- i. Provide acceptable knowledge transfer to the project team to enable on-going support of the new system.

8. Process Schedule

- | | |
|--|-----------------------------|
| • SOW posted on OET site | 08/24/2009, 9:00 A.M. (CDT) |
| • Deadline for Questions | 09/08/2009, 4:00 P.M. (CDT) |
| • Posted Response to Questions | 09/09/2009, 4:00 P.M. (CDT) |
| • Proposals due | 09/16/2009, 4:00 P.M. (CDT) |
| • Anticipated proposal evaluation begins | 09/17/2009, 8:00 A.M. (CDT) |
| • Anticipated proposal evaluation & decision | 09/28/2009, 3:00 P.M. (CDT) |

9. Questions

Any questions regarding this Statement of Work should be submitted via mail or e-mail by 09/08/2009, 4:00 P.M.CDT:

Name:	Paul A. Sevigny
Department:	Minnesota Department of Health
Telephone Number:	651-201-3813
Email Address:	paul.sevigny@state.mn.us

Questions and answers will be posted on the Office of Enterprise Technology website:

http://www.oet.state.mn.us/mastercontract/statements/mcp902ts_active.html by the date and time listed above.

10. SOW Evaluation Process

The MDH will evaluate proposals according to the following criteria:

- Company background and experience conducting similar system and project activities (20%)
- The skill and experience level of the Technical Architect to be assigned to the project (20%)
- References from past projects with similar scope and deliverables (10%)
- A demonstrated understanding of the business need and the expectations to be fulfilled (20%)
- Cost (30%)

11. Response Requirements

Proposals should be organized according to the following format:

- Introduction
- Company overview
- Project Overview
- Description of the vendor's understanding of the business need.
- The process by which the project deliverables will be developed.
- Identification of the proposed Technical Architect, including qualifications and current resume.
- References: Provide three (3) client references for similar work done in the past
- Cost
- Conflict of interest statement as it relates to this project.
- Required forms to be returned or additional provisions that must be included in proposal.
 - a) Affidavit of non-collusion <http://www.mmd.admin.state.mn.us/doc/noncollusion.doc>
 - b) Location of Service Disclosure
<http://www.mmd.admin.state.mn.us/Doc/ForeignOutsourcingDisclosureCertification.doc>
 - c) Immigrant Status Certification <http://www.mmd.admin.state.mn.us/doc/immstatcert.doc>

12. Proposal Submission Instructions

Submit five copies of the proposal. All proposals and mailed correspondence must be addressed to:

Paul A. Sevigny
IT Project Manager
Minnesota Department of Health
85 7th Place E.
P.O. Box 64900
St Paul, MN 55164-0900

All responses must be received not later than 4:00 PM (CDT) on September 16, 2009, and may be hand-delivered at the address above, Suite 220. Electronic proposals will not be accepted.

13. General Requirements

Proposal Contents

By submission of a proposal, Responder warrants that the information provided is true, correct and reliable for purposes of evaluation for potential award of this work order. The submission of inaccurate or misleading information may be grounds for disqualification from the award as well as subject the responder to suspension or debarment proceedings as well as other remedies available by law.

Disposition of Responses

All materials submitted in response to this SOW will become property of the State and will become public record in accordance with Minnesota Statutes, section 13.591, after the evaluation process is completed. Pursuant to the statute, completion of the evaluation process occurs when the government entity has completed negotiating the contract with the selected vendor. If the Responder submits information in response to this SOW that it believes to be trade secret materials, as defined by the Minnesota Government Data Practices Act, Minn. Stat. § 13.37, the Responder must: clearly mark all trade secret materials in its response at the time the response is submitted, include a statement with its response justifying the trade secret designation for each item, and defend any action seeking release of the materials it believes to be trade secret, and indemnify and hold harmless the State, its agents and employees, from any judgments or damages awarded against the State in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the State's award of a contract. In submitting a response to this RFP, the Responder agrees that this indemnification survives as long as the trade secret materials are in possession of the State.

The State will not consider the prices submitted by the Responder to be proprietary or trade secret materials.

Conflicts of Interest

Responder must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work that is contemplated in this request for proposals. The list should indicate the name of the entity, the relationship, and a discussion of the conflict.

The responder warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are no relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons, a vendor is unable or potentially unable to render impartial assistance or advice to the State, or the vendor's objectivity in performing the contract work is or might be otherwise impaired, or the vendor has an unfair competitive advantage. The responder agrees that, if after award, an organizational conflict of interest is discovered, an immediate and full disclosure in writing must be made to the Assistant Director of the Department of Administration's Materials Management Division ("MMD") which must include a description of the action which the contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organization conflict of interest is determined to exist, the State may, at its discretion, cancel the contract. In the event the responder was aware of an organizational conflict of interest prior to the award of the contract and did not disclose the conflict to MMD, the State may terminate the contract for default. The provisions of this clause must be included in all subcontracts for work to be performed similar to the service provided by the prime contractor, and the terms "contract," "contractor," and "contracting officer" modified appropriately to preserve the State's rights.

Veteran-owned/Service Disabled Veteran-Owned Preference

In accordance with Laws of Minnesota, 2009, Chapter 101, Article 2, Section 56, eligible certified veteran-owned and eligible certified service-disabled veteran-owned small businesses will receive a 6 percent preference in the evaluation of their proposal.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses should complete the Veteran-Owned/Service Disabled Veteran-Owned Preference Form in this solicitation, and include the required documentation. Only eligible, certified, veteran-owned/service disabled small businesses that provide the required documentation, per the form, will be given the preference.

Eligible veteran-owned and eligible service-disabled veteran-owned small businesses must be **currently** certified by the U.S. Department of Veterans Affairs prior to the solicitation opening date and time to receive the preference.

Information regarding certification by the United States Department of Veterans Affairs may be found at <http://www.vetbiz.gov>.

Indemnification and Hold Harmless

The Contractor must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this contract by the Contractor or the Contractor's agents or employees. This clause will not be construed to bar any legal remedies the Contractor may have for the State's failure to fulfill its obligations under this contract.

Other

Statement of Work does not obligate the state to award a work order or complete the assignment, and the state reserves the right to cancel the solicitation if it is considered to be in its best interest. The Agency reserves the right to reject any and all proposals.

STATE OF MINNESOTA
IT Professional Technical Services Master Contract Program Work
Order

This work order is between the State of Minnesota, acting through its _____ ("State") and _____ ("Contractor"). This work order is issued under the authority of Master Contract T-Number 502TS, CFMS Number _____, and is subject to all provisions of the master contract which is incorporated by reference.

Work Order

1 Term of Work Order

1.1 Effective date: _____, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.

The Contractor must not begin work under this work order until it is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.

1.2 Expiration date: _____, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2 Contractor's Duties

The Contractor, who is not a state employee, will: _____ [*Thorough Description of Tasks/Duties*]

3 Consideration and Payment

3.1 Consideration. The State will pay for all services performed by the Contractor under this work order as follows:

A. *Compensation.* The Contractor will be paid as follows: _____ [*For example; Resource Type hourly rate*]

Travel Expenses. Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Contractor as a result of this work order will not exceed \$_____.

Total Obligation. The total obligation of the State for all compensation and reimbursements to the Contractor under this work order will not exceed \$_____.

3.2 Invoices. The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: _____

4 Authorized Representatives

The State's Authorized Representative is _____. The State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Contractor's Authorized Representative is _____. If the Contractor's Authorized Representative changes at any time during this work order, the Authorized Representative must immediately notify the State.

5 Liability [*Insert selected language*]

