

**Request for Proposal for the State of Delaware’s Short-Term and Long-Term Disability Insurance Programs
DHR18002-DisabIns**

Responses to Questions (Q&A)

July 26, 2018

No.	Reference:	Topic:	Question:	Answer:
1.	Data Location, Pg. 110-111	http://dti.delaware.gov/pdfs/pp/OffshoreITStaffingPolicy.pdf	In the State’s Offshore IT Staffing policy, the focus seems to be on software development, and has a requirement (p.4, section 5.D/E) that offshore personnel cannot have access to production data. This would effectively prohibit usage of offshore resources for work such as IT operations support, including production system administration and database administration, regardless of the controls in place to ensure the security and domestic (USA) residency of that production data. Is this the intended stance of the State?	See also #20 for a restatement of the terms that apply to this requirement and that have been approved by the Department of Technology and Information. The intent is that “only support activities, including those by a subcontractor, may be performed at satellite facilities such as a foreign office or division” and that the data itself cannot be stored in a location offshore. Therefore, IT operations support is not prohibited.
2.	Access to Claim Notes, Pg. 49	Confirm you will provide the SBO with online access to claim notes/status for both STD and LTD claimants. Even though the State’s LTD program is fully insured, access to LTD claim notes is necessary from time to time, such as for claimants who are transferred to the LTD unit for management during the STD period	Please describe the situations you require access to claim notes on STD (i.e., claim history, decision reason including medical documentation)? What are the job functions that will need access to claim notes and are they on a limited basis such as the transfer to LTD?	“Super User” Administrators at the Statewide Benefits Office only require access to claim notes to review appeals, provide employment (rather than clinical) answers to members & HR offices. The job functions are the DIP Program Lead, RTW Coordinator, and Sr. Accountant.

		(i.e., in the case of a terminal prognosis).		
3.	#NA / pg. NA	Attachment 30- DE DIP RFP- Census.xlsx	The Census Key tab of the census indicates that Buy-Up elections are not available on the full Census for University of DE, thus a 2nd tab with University of DE employees electing the buy up has been provided. Please confirm that all eligible University of DE employees are included on the full census, not just those electing the Core plan only.	The complete census (Census Key Tab) includes the University of Delaware's (UD) population including employees who are also enrolled in the buy-up program. The 2 nd tab for UD lists specific employees currently enrolled in the buy-up program because their elections are tracked on a separate file and not available on the full census. In summary, all eligible UD employees are included on the full census.
4.	#NA / pg. NA	Attachment 30- DE DIP RFP- Census.xlsx	Are there specific DDS codes that relate to University of DE beyond the obvious codes (0090-01-00 and 0090-01-01)? Would Delaware State University employees also be considered University of DE employees?	Yes. DDS Code 0090-00-00 is also the University of DE. No, Delaware State employees would not be considered University of DE employees. Delaware State University employees have DDS codes of 0090-03-00, 0090-03-01 and 0090-03-05.
5.	#3.12 - 3.13 / pg. 49	Attachment 14- DE DIP RFP- Enrollment File Layout from Pension Office.pdf Vendor must be able to accept current file layout. The State cannot make changes outside of the current layout. See Attachment titled: "Enrollment File Layout from Pension Office 041818" Social Security Numbers (SSN) must NOT be	The eligibility file feed layout indicates that the Employee ID is nine digits. Can you provide more specifics on the layout/design of this ID? Is the number the full nine digits, or do employees have several leading zeros followed by the true number (e.g. 000123456)? Is part of the number an indicator for department, location, etc.? We are trying to determine if another number can be used in lieu of SSN on the eligibility file feed.	The 9 digit Employee ID field is a non-populated field as it was formerly used to provide SSN's to the vendor. For the safety of our members, we no longer provide SSN's to vendors electronically, so this field is blank and will remain blank. There is a field called "DE_UNIQUE_ID" on the file used to provide unique per employee ID numbers. Although the field can capture 20 characters, most of the numbers provided in this field are less than 20 characters. Additionally, the 1 st number can and often is a zero. Currently employee ID numbers are actually "alternate ID numbers" consisting of a combination of the employee's "active" ID number plus the ID number in the Office of Pension's CRIS

		<p>passed on any files or claim documents due to the State’s security protocols. Vendors may use employee ID as the unique identifier. The employee only provides his/her SSN at time of claim to the claim examiner; this information is only used for W2 purposes.</p>		<p>system. University of Delaware and Delaware Solid Waste Authority employees have unique ID numbers that generally exceed 12 characters.</p>
6.	#3.16 / pg. 48	<p>As may be required by the Statewide Benefits Office for appeals and/or RTW, confirm your organization agrees to provide the State with access to any and all information relating to employee STD and/or LTD benefits including clinical information and status updates.</p>	<p>We just want to confirm that you are only asking that clinical information be provided for the ASO STD benefits as health information is considered private for fully insured LTD.</p>	<p>29 Del.C. §5524 (d) reads: “An employee who previously elected to participate in the disability insurance option pursuant to §5519(b)(2) of this title and has been deemed disabled pursuant to §5253(c) of this title and whose benefit under the disability insurance option has been discontinued because of the limits of coverage for mental illness or substance abuse have been exhausted, shall be deemed to be disabled for the purposes of this section and be covered under the disability pension provision of this section.”</p> <p>The vendor will need to provide the Office of Pensions for the State of Delaware with a complete copy of the LTD beneficiary’s disability file, upon receipt of a signed authorization form from the member to use in determining eligibility for disability pension.</p>

				<p>We understand that health information is considered private for the fully-insured LTD program however, there are also instances (i.e., accommodations for RTW and/or complaints to the Statewide Benefits Office/State Employee Benefits Committee) that we may request clinical information on an LTD beneficiary. Provided the member signs an authorization to release the clinical information to the State, this process should be acceptable.</p>
7.	#4.01 / pg. 51	<p>Please confirm your organization's ability to calculate disability payment, underpayment, and overpayment amounts as outlined in the reference documents, and to provide the State with daily reports (Monday-Friday) showing the results of your calculations. Please confirm that your organization will assist the State in recovering overpayments that may be made to claimants. See Attachments titled "Job Aid DIP-I-001", "DIP-003", "DIP-004", "DIP-005", "DIP-009"</p>	<p>Please confirm that the State of Delaware cut checks on the STD or if the request is for the vendor to take over this function?</p>	<p>Confirmed. The State of Delaware will continue to cut STD checks to our employees and this is not a request for the vendor to take over this function at this time.</p>
8.	#4.04 / pg. 52-53	<p>Many of the State's educational employees do</p>	<p>A. Please confirm all disability payments are based on a 5-day proration.</p>	<p>Confirmed.</p>

	<p>not work twelve (12) months a year. Please confirm your ability to adjust the elimination period, calculate the STD benefits and issue EOBs (Explanation of Benefits summaries) for Less Than 12 Month Educational Employees who are not eligible for STD benefits on days that they are not paid (i.e., unpaid days per their contract), such as holidays, Christmas, Spring Break and the summer period. Does your standard process for STD benefit calculations allow you to make adjustments for these employees based on unpaid days, or would you need to build a custom process to accommodate this? If custom, how long would this take to build, and would the timing create any risk of you not being ready to administer these services by the State's desired effective date of 7/1/19? Do you calculate adjustments such as this for any of your other customers, either</p>	<p>B. Please also confirm if the following statement is accurate – For less than 12 month employees, the STD claim should close and reopen around non-work days to ensure the full 182 days are accounted for and benefits are not paid for non-workdays.</p>	<p>This is not correct. For Less Than 12 Month Educational employees, the claim should remain open for as long as the clinical documentation supports total or partial (residual) disability. The EOB issued by the vendor should reflect STD wage payments based on the member's contractual dates during the pay period. Please note that this applies to Less than 12 Month Educational (i.e., school district, charter schools & higher education) employees only.</p>
		<p>C. For less than 12 month employees, can you provide an example of an employees' non-work days for a given 26-week period?</p>	<p>Yes. An example would be holidays (i.e., Memorial Day, Labor Day, etc.) and weeks during the summer between school years.</p>
		<p>D. Can you confirm the disability benefits are still paid on a 5-day proration for the less than 12 month employees and the only calculation difference is we determine the weekly amount using their actual number of scheduled workdays throughout the year vs. assuming 26 pay periods for calculation purposes?</p>	<p>Yes, this is correct.</p>
		<p>E. How is the LTD elimination period being impacted by this process as we did not see wording in the LTD policy to address this.</p>	<p>LTD is not impacted by this process and the benefit begins once the employee meets the definition of the elimination period of the LTD program.</p>

		those that are similar in size or in industry (i.e., municipalities, states or education) to the State?		
9.	#4.08 / pg. 53	STD benefits must be calculated and EOBs must continue to be issued daily by the vendor via email to the various State agencies with advice to pay calculation based on the State payroll schedule (every other Friday).	Can you confirm you are looking for best practices or complete duplication of current process? Do you truly require an EOB or is a report with all of the EOB information an acceptable format for the state agencies?	<p>We are looking for best practices or improvement(s) to our current practices however as a minimum, we are looking for a duplication of our current process/practice.</p> <p>No, we do not require an EOB and are open to receiving emailed reports containing all of the EOB information.</p>
10.	#5.04 / pg. 56	Confirm you will be able to administer to current levels of appeals as described in the STD Policy. Please confirm ability to match levels of appeals for two claim scenarios: (1) claims that are 15 days or more (2) claims that are 14 days or fewer and defined by 29 Del. C. § 5258. See STD Appeals Process: https://ben.omb.delaware.gov/disability/documents/std-appeals-process.pdf?ver=0815	How does the appeal process differ based on whether the duration is less than or greater than 15 days? The linked document only discusses the various levels of appeal.	<p>This question in our RFP was stated incorrectly and should read:</p> <p>“Confirm you will be able to administer to current levels of appeals defined by 29 Del. C. § 5258. See STD Appeals Process: https://ben.omb.delaware.gov/disability/documents/std-appeals-process.pdf?ver=0815”</p> <p>The answer to your question is that it does not differ for durations less than or greater than 15 days.</p>

11.	#7.01/ pg. 58	Confirm you will be able to make LTD decisions at time of STD claim extension (thus only one decision) no earlier than the half way point or 20 weeks after disability commences.	Can you confirm you are indicating this approach for compassionate allowance or for all LTD claims?	Yes, we are confirming this approach for the majority of LTD claims and in situations when a member has applied for LTD but has not yet been awarded 182 calendar days of STD benefits. In situations such as the latter, we are asking vendors to confirm they can make “one” determination (rather than separate STD and LTD determinations) of granting LTD benefits and extending STD benefits through the maximum STD benefit period. For compassionate allowance claims, if a decision can be made sooner than the half way point/20 weeks that would be acceptable
12.	#8.04 / pg. 62	Are you willing to collect RTW releases from the employees upon their return and share this information with the State?	While we are happy to develop a process to provide and discuss the RTW release requirements, having the employee provide this form directly to the employer is the recommended approach. Are we able to suggest a different process and or RTW notification method or is this truly mandatory?	Please confirm that you are willing to collect RTW releases from employees upon their return to work and share this with the State. Yes, you are able to suggest a different approach and/or RTW notification method.
13.	#8.06 / pg. 62	For employees who return to work on restricted duty, confirm you are willing to monitor the return to work/claim until the employee returns to full duty or until restrictions are deemed permanent (assuming there is no loss of income).	Are you requesting that we provide leave services and place these individuals in a leave status and provide tracking or strictly provide specific check in time frames while on partial RTW?	No, we are not requesting a vendor to provide leave services. We are requesting the vendor to track (monitor) the claimant’s progress (specific check in times) while the claimant is working residually until the employee is able to work full-time.
14.	#13.06 / pg. 69	Please confirm that your organization is operating as an independent	Please provide clarification of how this requirement could potentially apply to	This applies to contractual terms that are outside the requirements and obligations of the policy. Some examples would be

		contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the vendor's negligent performance under this contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the vendor in their negligent performance under this contract.	disability insurance and claim administration services.	benefit deduction services for LTD and administering the STD appeals process. All the requirements in the RFP that do not specifically apply to the policy are contractual obligations. Therefore, the insurance company would be acting as an independent contractor.
15.	#13.12 / pg. 71	Vendor shall indemnify and hold harmless the State The State shall not indemnify the Vendor in the contact awarded under this RFP or any related contract.	Please confirm if this requirement applies to the fully-insured LTD, self-insured STD or both.	This applies to the self-insured STD program and the contractual terms outside the requirements and obligations of the LTD policy as explained in #14 above.
16.	#13.14 / pg. 71	If your company is awarded the contract, please confirm your agreement that performing the services subject to this	Please clarify if this would this be considered applicable to only the vendor employees working on the State of Delaware account, only the vendor employees working in the State of	This applies to your organization and your hiring and employment practices.

		<p>RFP, as set forth in 19 Del. C. § 710, you will not discriminate against any employee or applicant The successful vendor shall comply with all applicable federal and state laws, regulations and policies pertaining to the prevention of discriminatory employment practice. Failure to perform under this provision constitutes a material breach of contract.</p>	<p>Delaware or all employees of the vendor. We need to be able to better determine which parts of our organization need to review and respond to this requirement.</p>	
17.	#13.15 / pg. 72	<p>Please confirm your organization’s acceptance: The RFP and the executed Contract between the State and the successful organization will constitute the Contract between the State and the organization. In the event there is any discrepancy between any of these contract documents, the following order of documents governs so that the former prevails over the latter: contract, State of Delaware’s RFP. No other documents, including your bid response, will be</p>	<p>While there is one Contract (i.e. the signed Application to provide insurance and TPA services to SEBC, there are underlying “contracts” under which the services are provided (i.e. the insurance policy, the ASO agreement, etc.). Please confirm the understanding that there will be multiple "contracts."</p>	<p>The State considers the Application, STD ASO Agreement, and LTD policy as attachments that are incorporated into a contract that contains the additional requirements that are not stated in those documents. Therefore, there is one contract.</p>

		considered. These documents contain the entire agreement between the State and the organization.		
18.	#13.23 / pg. 73	Please confirm that, if awarded the contract, your organization will provide a written report no later than forty-five (45) days following the close of each quarter which shall describe any judgment or settlement or pending litigation involving Contractor that could result in judgments or settlements in excess of One Hundred Thousand Dollars (\$100,000).	Please provide more specifics on this requirement. Does this apply to all pending litigation across our entire organization or just pending litigation applicable to the State of Delaware? We are a large and diverse company and may be routinely engaged in all types of litigation in the normal course of business.	This requirement typically can be met by a large and diverse company through a reference to the legal proceedings of a publically filed financial statements.
19.	Section II. Terms and Conditions, item 2.B. AND Minimum Requirements, 13.33, Subcontractors – Subject to	The State requires your organization to confirm that all services identified in your proposal are provided solely by your organization and identify any services that may be provided by a subcontractor. This includes graphics, mailing, and printing services, for example. Subcontractors are subject to all the terms and conditions of the RFP	Our subcontractors support our entire STD/LTD book of business, making it impractical to incorporate the State’s specific Terms & Conditions into our contracts with each subcontractor. Can the State confirm that, with respect to Subcontractors, it is referring solely to subcontractors engaged exclusively to perform services related to the State’s disability coverages, and not our book of business subcontractors?	This requirement applies to subcontractors that work on the State’s account. Whether or not your business practice is to incorporate the State’s terms and conditions into your contract with each subcontractor is a business decision that is not dictated by the State.

	all Contract Terms	and the SEBC reserves the right to approve any and all subcontractors. If a subcontractor(s) is involved, note in your response to this question and complete Appendix F, <i>Subcontractor Information Form</i> , included herein for each subcontractor.		
20.	Page 29 (General Terms and Conditions) and Page 110 (Appendix J)	<p>Page 110: Data Location: The Service Provider shall not store or transfer non-public State of Delaware data outside of the United States. This includes backup data and Disaster Recovery locations.</p> <p>Page 29: Offshore Vendor Activity: An activity central to the Scope of Services cannot take place at a physical location outside of the United States. Only support activities, including those by a subcontractor, may be performed at satellite facilities such as a foreign office or division. Failure to adhere to this</p>	If activity not central to the Scope of Services takes place outside of the United States, non-public State data stored on servers within the U.S. may have to be accessed by users outside of the United States. As such, can you clarify what is meant by “transfer”? Does it include “access” to non-public State of Delaware data?	Secure encrypted data transfer and access to that non-public State data by a recipient located outside the United States is acceptable.

		requirement is cause for elimination from future consideration.		
21.	Minimum Requirements, 5.00, STD Administration; Pg. 56, Section 5.02 Claim Determination Process	Confirm ability to match the definition of disability exemption for bus drivers who don't meet definition of disability but are not able to perform full job duties due to the below contractual requirement. According to the DIP Final Rules & Regulations on the SBO website: Bus drivers who are contractually required to remain symptom free from disabling illness and/or injury for one year starting with the date of disability will be approved for STD benefits for up to the maximum of 182 calendar day benefit period.	As the DIP requires bus drivers who meet the contractual requirements to be approved for STD benefits for up to the maximum, is medical information to substantiate the disabling condition required for STD approval and ongoing approval? Upon reaching the maximum 182 calendar day benefit period, is the employee eligible for LTD as they are required to remain symptom free for 1 year? If NO, is the State of DE monitoring their condition or is that a requirement of the chosen carrier?	<p>Yes, medical documentation is required to substantiate the disabling condition required for STD approval and on-going approval.</p> <p>Yes, upon reaching the maximum 182 calendar day benefit period, the employee is eligible for LTD as they are required to remain symptom free for 1 year.</p> <p>The vendor would need to monitor the employee's condition.</p>
22.	Minimum Requirements; 5.00 STD Administration; Pg. 56, Section 5.04 Appeal Process – State's Policy	Confirm you will be able to administer to current levels of appeals as described in the STD Policy. Please confirm ability to match levels of appeals for two claim scenarios: (1) claims that are 15 days or more (2) claims that are 14 days or fewer.	We noted 4 levels of appeal but did not find information regarding the two claim scenarios noted in 5.04 – (1) claims that are 15 days or more (2) claims that are 14 days or fewer. Please describe in more detail how these differ for Appeals.	See Question 10.

		claims that are 14 days or fewer.		
23.	Minimum Requirements; 7.00 LTD Process; Pg. 59, Section 7.01 – LTD Decision Time	Confirm you will be able to make LTD decisions at time of STD claim extension (thus only one decision) no earlier than the half way point or 20 weeks after disability commences. Certain claims would be fast tracked due to compassionate allowances.	Please clarify the timeframes for this minimum requirement and the corresponding requested Performance Guarantee for LTD Claims Determination which states “95% of LTD claims approved/denied within 20 business days of LTD effective date based on State of DE's claims (excludes claims denied due to pre-ex or claims where completed claim statements not received prior to effective date).	The PG is not linked to the requirement because the 20 business starts counting from the LTD effective date no matter when that decision is made within the STD period (with or without an extension).
24.	Section IV. Questionnaire; Pg. 79, Section B.2.e. – Account Management and Member Services	Please answer the following for the claim office proposed: e. For uncomplicated claims, what is the number of working days for a claim to be processed from the date of receipt? On what basis does your organization make that representation (e.g., average turnaround time over the past twelve (12) months)? Describe separately for contested and complicated claims.	Please provide more definition around both complicated and contested claims in the scope of claim administration.	Contested claims are claims that have been initially denied and are going through the appeals process. Complicated claims are those that are considered complex and require a review of medical records before being able to make a claims decision. These may include claims with subjective diagnoses (pain, fibromyalgia, chronic fatigue syndrome), mental health claims as the primary diagnosis, and claims with multiple diagnoses. This is not an exhaustive list.
25.	Section IV. Questionnaire; Pg. 86, Section	Is there a way to front-load job classifications so that your claims system “knows” when to require a	Please clarify which jobs require a PDA and when. Who conducts the PDA for STD? For LTD?	The Physical Demands Analysis (PDA) form is provided by the current vendor for completion by the employing organization and returned to the vendor.

	G.5 – LTD Process	PDA? Can a PDA be requested when the claim is first initiated (at the point when it is an STD claim), so there is no time lag when a PDA is required for the LTD claim?		It is utilized when there is a need to understand the physical demands of a claimant’s occupation. The same process is used for STD & LTD claimants.
26.	Pg. 64, Section 1.13 Communication Allowance	Confirm you are willing to fund an annual allowance for member communication activities as requested by the State of Delaware and that any unused balance will rollover to the following year. Please indicate the amount on the Premium and Fees appendix.	To help ensure that bidder’s propose a reasonable annual allowance for member communication, can you please describe the type of member communication that this allowance would fund?	Yes. Types of communications include but are not limited to seminars, trainings, brochures, giveaways, etc.
27.	Minimum Requirements, 6.01, Workers Compensation Coordination - Salary Supplement	When certain employees are injured on the job, they may qualify for up to 90 days or up to 12 months of WC Salary Supplement. This also applies to Personal Injury Protection. No STD benefits are paid during this time. If an employee qualifies for 12 months of the Salary Supplement benefit, the LTD benefit start date would be 12 months after the date of disability.	There is indication that LTD benefits will not begin until end of 12 month period for applicable employees. For those employees with a gap between the end of the STD 182 day maximum benefit period and LTD beginning after 12 months, are you looking for the carrier to ‘manage’ the gap in time? Are there policy rules/plan provisions to manage the 26 week gap?	In situations where the 12 month salary supplement is applicable, the member is receiving 100% of their pre-disability salary for 12 months and would therefore not qualify for LTD because of the definition of “Disability” or “Disabled” in the policy. The member is eligible for LTD upon the exhaustion of the 12 month salary supplement as supported by medical documentation. Yes. Please see the Insurance Coverage Offices Memo, Number ICO-2016-15 - https://reps.omb.delaware.gov/icorep/documents/wc-salary-supplement.pdf?ver=1114

28.	Page 48, 3.15	<p>Minimum Requirements, 3.15, Program Documentation</p> <p>Please confirm that all records, documents, and data – except LTD fully-insured claims data used for underwriting purposes – shall be the property of the State, not the administrator.</p>	<p>Consistent with applicable law, we can confirm that all records, documents and data provided by the State shall be the property of the State. We believe that “data used for underwriting purposes” is meant to be the data uses to approve LTD claims and make LTD benefit determinations. Can you confirm our understanding is correct? By law, administrators are required to maintain claim records for fully insured business. An industry standard is for the carrier to retain ownership over those records. Furthermore, privacy laws generally prevents from sharing certain insured claims information.</p>	<p>Yes, your understanding is correct. The State understands that an LTD carrier retains claim records and therefore the ownership of the data is with the carrier.</p>
29.	Attachment 31 - LTD Annual Claim History report	N/A	<p>Please confirm the dates and premium amounts in the LTD Annual Claim History report. The exhibit shows Paid LTD claims through 2/28/18, but with premium periods through 7/31/17. Please also confirm if the period shown as 1/1/16 – 2/28/16 should really be 1/1/16 – 12/31/16.</p>	<p>The claims and premiums are through 7/31/17. The data was run as of 2/28/18.</p> <p>Yes, 2016 period is 1/1/16-12/31/16.</p>
30.	Attachment 321 - Open & Closed Claims Listing	N/A	<p>Please clarify whether the Age shown on the Open & Closed claims list is the claimant’s age at disability or current age.</p>	<p>The age shown is age at disability.</p>
31.	Addendum #2	HB3/Parental Leave	<p>The interpretation of the administration for HB3 will be no increase in claim incidence for the ASO STD but will require communication of any maternity</p>	<p>While we cannot guarantee an increase in claim incidence for the ASO STD program as a result of the passing of the HB3/parental leave bill, we can confirm that we will require a separate</p>

			claim of the possible parental leave. Please verify or explain.	communication to all maternity claimants of the provisions of HB3/parental law – when the law becomes effective.
32.	Page 83/#17	Are you able to provide an onsite coding resource whose sole responsibility would be to calculate accurate EOBs? How many onsite coding resources would you recommend for the State, and what would be the additional cost?	What is the DIP’s projection for number of hours/annual basis required for this request?	It is our projection to have a full-time employee working 37.5 hours per week per year.
33.	Page 84/#6	Are you able to provide an onsite RTW contracted person whose sole responsibility would be to liaison all RTW activities? How many onsite RTW contracted resources would you recommend for the State, and what would be the additional cost?	What is the DIP’s projection for number of hours/annual basis required for this request?	It is our projection to be provided with a full-time employee working 37.5 hours per week per year.
34.	Page 89/#11	If you were to provide an individual from your company to code disability status and claim information directly into State of Delaware payroll system, confirm the cost of this additional service.	What is the DIP’s projection for number of hours/annual basis required for this request?	It is our projection to be provided with a full-time employee working 37.5 hours per week per year.
35.	Page 93/#7	Appendix J - <i>Non-Public Data - State of Delaware Cloud and/or Offsite</i>	The RFP includes Appendix J, Appendix J1 and Appendix J2.	Appendix J is required for both the incumbent and non-incumbent for the self-funded STD program because the

		<i>Hosting Mandatory Terms and Conditions (“Terms and Conditions”) **For STD Program, Non-Incumbent**</i>	Are all 3 referenced Appendices J only for Non-incumbent? If the incumbent is required to respond to any of them, please identify.	ownership of the data remains with the State. Appendix J1 (STD program) and Appendix J2 (LTD program) are required only for non-incumbents because the incumbent does not need data files for testing purposes before the effective date of the contract.
36.	Page 115/#10	<u>Security Logs and Reports.</u> The Service Provider shall allow the State of Delaware access to system security logs that affect this engagement, its data and or processes. This includes the ability for the State of Delaware to request a report of the records that a specific user accessed over a specified period of time.	Please define/clarify the ‘specific user’ as stated here. For instance, would the State want to know about access by their HR or claimants? Or, do they want a log of the Carrier’s internal users?	Upon request by the State, this applies to the carrier’s internal users only.
37.	Page 76/#13.33	Subcontractors – subject to all Contract Terms. This includes graphics, mailing, and printing services , for example. Subcontractors are subject to all the terms and conditions of the RFP and the SEBC reserves the right to approve any and all subcontractors.	Please clarify : A. Would this apply to services performed for the Carrier, but not specific to the State’s program? B. Would this apply to services supporting the State’s program, but with no sharing of State Employee information?	A. Subcontractors are subject to all contract terms that apply to services for the State’s account. B. Subcontractors are subject to all contract terms that apply to services for the State’s account whether or not the subcontractor receives the State’s data (employee information.)

38.			<p>A. How many Claim and Billing Branches are required for this group?</p> <p>B. It appears they have separate claim branches for each distinct “DDS” code, of which there are upwards of 500. Please confirm.</p> <p>C. Do they also require the same number of billing branches?</p>	<p>A. For the STD and CORE LTD programs, there will be one billing branch – the Office of Pensions.</p> <p>B. Confirmed – We have upwards of 500 DDS codes on our enrollment file.</p> <p>C. No, however the four school districts plus the University of Delaware’s (UD) buy-up LTD plan require separate and independent billings.</p>
39.			<p>A. Can School Districts opt in and out of the buy-up program any time?</p> <p>B. If so, how often does this happen?</p>	<p>A. No. Only the districts and UD currently sponsoring a buy-up LTD plan may choose to opt in or out.</p> <p>B. It has never happened before. The current districts and UD have sponsored a separate buy-up plan since 2007.</p>
40.		<p>“Each bidder must confirm that a buy-up rate and a separate renewal based on just the buy-up will be provided to these school districts and the University of Delaware upon their request.”</p> <p>“Please confirm that your organization will provide experience reports and an LTD renewal proposal to the State that excludes the experience of the buy-up programs. Also, confirm that your buy-up program renewals and experience</p>	<p>A. Please confirm that the State of DE would be ultimately responsible for making the entire renewal decision, including buy-up plans.</p> <p>B. Is the expectation that the carrier would negotiate with each district?</p> <p>C. Will everything be centralized? (billing, renewals, etc.)</p>	<p>A. That is not correct. The State of Delaware would make renewal decisions on all programs excluding the buy-up programs.</p> <p>B. Correct for just the districts that sponsor a buy-up LTD program and UD for their buy-up plan.</p> <p>C. Yes for the CORE plans; not for each buy-up plan.</p>

		reports will be provided directly to the sponsoring districts and/or the University of Delaware.”		
41.			Please confirm that not being able to match every requirement will not exclude (the vendor) from (the) bid process.	As stated in the RFP at the bottom of Page 17 and throughout, “Failure to meet any of the minimum requirements outlined in the RFP <i>may</i> result in disqualification of the proposal submitted by your organization.” (emphasis added) Additionally, “The SEBC will not respond to a question in the question and answer process that asks whether or not a bid would be disqualified if the vendor does not meet a specific minimum requirement. The bid must be submitted and then analyzed in its entirety.”