



*Delaware Health  
And Social Services*

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**DIVISION OF MANAGEMENT SERVICES**

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PROCUREMENT

DATE: May 12<sup>th</sup> 2014

HSS 14 021      Electronic Case Management System

For

Division of Developmental Disabilities

Date Due:      May 23rd 2014  
   12:00 PM

ADDENDUM # 1

Please Note: **Q&A for HSS-14-021**

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RFP HSS-14-021 Electronic Case Record System  
Responses to Submitted Questions

RFP Section	Question	Response
Appendix A General T&C – Prices quoted in the proposal shall remain fixed and binding on the bidder at least through July 28, 2014	What years should we provide pricing for?	Pricing should be provided for a 7 year period. Pricing shall remain fixed and binding on the bidder at least through the start of the 90 day warranty period, tentatively June 8, 2015 as reflected in the project timeline.
4.4.1 Authorizations - All contractor staff working on this project will be subject to a Criminal Background Check (CBC). The contractor will be solely responsible for the cost of the CBC. DHSS will review the CBC results. DHSS at their sole discretion may request that a contractor staff member be replaced if their CBC result is unsatisfactory. See Appendix O for instructions on this process.	Can the State clarify if this includes just contractor key positions or all identified in this proposal on staffing matrix?	This includes all individuals identified in this proposal on the staffing matrix and any new staff assigned during the project.

<p>4.4.1 All contractor staff working on this project will be subject to a Criminal Background Check.</p>	<p>Would any existing background checks be acceptable?</p>	<p>A criminal background check conducted on an individual after their date of hire with your organization and which includes at a minimum a Federal check is acceptable.</p>
<p>4.12.2 Basic Requirement 4 – Must provide for electronic signature and audit trails</p>	<p>What is the specific definition of “electronic signatures”?</p>	<p>Electronic signature is defined as the ability of the system to permanently record approvals made by users from within the system, and display a visual indicator within the system, of the identity of the user that made the approval.</p>
<p>4.12.2 Basic requirement 9 – Must support security structures that enable state-wide program management</p>	<p>What is the definition of “state-wide program management”?</p>	<p>State-wide program management is meant to imply that a top-level user can access all program levels from a single user account.</p>
<p>4.12.2 Basic Requirement 10 – Retains medical, financial, and other supporting records relating to each Medicaid claim for not less than five (5) years after the claim is submitted</p>	<p>Is data purged after 5 years? Is it a rolling 5 years?</p>	<p>Yes it can be purged after 5 years, if the client is no longer active with permission from the State. Yes it is a rolling 5 year period from the date of the claim.</p>
<p>4.12.2 Scope of Services 4B – Ability to interface with other systems</p>	<p>Please give examples of “other systems”.</p>	<p>Medicaid Management Information System (MMIS), Master Client Index (MCI), and other legacy databases which are mostly in Excel or Access.</p>

<p>4.12.2 Scope of Service 5 – Have the ability to add a Registry of Individuals who have applied for DDDS services and store their assessed level of risk.</p>	<p>Please clarify the meaning of “add a Registry”. Does this mean having an interface to accept feed of clients, etc.?</p>	<p>It should read “include”. The selected system will include a component to capture the stated information to use as a registry of all clients who have applied for DDDS services.</p>
<p>4.12.2 Scope of Services 7C – Case Planning Components; Manage Teams</p>	<p>What is the definition of “manage teams”? Does this refer to daily operational reports?</p>	<p>The system’s use of “manage teams” is to capture the name and contact information for those involved in the client’s planning process for services.</p>
<p>4.12.2 Scope of Services 7E – Have the ability to populate an Essential Life Plan (ELP)</p>	<p>What is the definition of “populate an Essential Life Plan”? Does this mean that the solution would pull data from the database and automatically create a list of questions with free-form text responses?</p>	<p>Yes</p>
<p>4.12.2 Scope of Service 9 – Have the ability to record Service Authorizations and generate notices to providers and others</p>	<p>Would the notices be paper or electronic?</p>	<p>Electronic</p>
<p>4.12.2 Scope of Services 10 – Have the ability to enter data from which electronic HIPAA compliant claims can be created</p>	<p>Does the solution need to create claims?</p>	<p>Yes</p>
<p>4.12.2 Scope of Services 10 – Have the ability to enter data from which electronic HIPAA compliant claims can be created</p>	<p>Aren’t claims submitted by providers?</p>	<p>Yes, as the providers will be required to use the system to record their services, the system will need to create the claims to submit for the providers to include DDDS as DDDS is a direct service provider as well.</p>

<p>4.12.2 Scope of Services 14 – Have the ability to create and electronically submit to DMAP, via SFTP, text files for retrieving Medicaid client information based on Medicaid ID numbers. Also, have the ability to retrieve via SFTP, the test files generated by DMAP in response. Details of the text file layouts used are shown in Appendix Q.</p>	<p>Once retrieved, what is the expectation of what happens to the text file?</p>	<p>The test file once retrieved will be used to populate and refresh the data in that related field(s) within the selected system.</p>
<p>4.12.2 Scope of Services 16 – Provider Documentation</p>	<p>Would these questions/data be submitted via a Portal?</p>	<p>Yes, via a web portal to the system as providers will need to access the system from various locations.</p>
<p>4.12.2 Scope of Services 16D – Health tracking</p>	<p>What specific data would be included?</p>	<p>Providers enter into the system medical information resulting from various health assessments, medical appointments, lab results, etc. conducted on behalf of the individual client.</p>
<p>4.12.2 Scope of Services 16E – Behavior tracking</p>	<p>What specific data would be included?</p>	<p>Providers enter into the system various components of behavior (type, frequency, intensity, etc.) as outlined in the individual's Behavior Plan.</p>

4.12.2 Scope of Services 18 – Ongoing compliance with Medicaid requirements as published in regulation and guidance issued by CMS, HIPAA, and DTI requirements	Are there specific regulations and guidance that should be monitored?	Yes, 42 CFR part 430 – end, 45 CFR part 160 and 164.
4.12.2 Technical Requirement 3 – Provides 24 hour a day, 7 days a week system monitoring	What sort of maintenance window is allowed?	The window is determined by the type of maintenance required. For planned enhancements, with notification, should be conducted during known period of least use. For critical fixes, with notification, may be performed when deemed necessary by the vendor.
4.1.6 Project Help Desk Staff Requirement	Can the Help Desk Staff be part of an existing Help Desk serving the state?	Yes, as long as they can respond adequately and timely to the call volume.
4.4.4.2.8 Data Center Tier Rating – The Service Provider must meet or exceed a Tier 7 rating (as defined in the Uptime Institute Guidelines for 2012 or the latest version – Data Center Site Infrastructure Tier Standard – Topology and Data Center Site Infrastructure Tier Standard – Operational Sustainability) for the data center hosting the proposed solution.	According to <a href="http://www.gpxglobal.net/wp-content/uploads/2012/10/TIERSTANDARD_Topology_120801.pdf">http://www.gpxglobal.net/wp-content/uploads/2012/10/TIERSTANDARD_Topology_120801.pdf</a> there are only 4 Tiers. Could you please confirm the requirements.	The correct specification is that the Service Provider must meet or exceed a <b>Tier II</b> rating.
4.13.8 Conversion	Who will be providing the data that will be uploaded into the new system?	Therap Services

4.13.8 Conversion	Will the data be cleansed before it is provided for uploading?	Every effort is currently being made to cleanse critical data prior to being provided for uploading.
4.13.8 Conversion	Who will design the data cleansing specifications if the data is not cleansed prior to upload?	The State Project Director
4.13.9 Training	Further clarifications of Conference and onsite training. Is this at expense of Contractor or shared with State?	Shared, with input from the State for the conference details and planning.
4.13.9 Training	What is the attendance volume?	50-200
4.13.9 Onsite training for stakeholders including clients and families	Is onsite in a facility, or at a client resident?	Can be either based on need. In most cases, the training would be scheduled within a State office or similar location with adequate meeting space.
4.13.9 Annual conference in Delaware	Who will pay for the annual conference (contractor or State)? Is this outside fixed staffing?	With further clarification from the requestor, the question is "Is this outside fixed pricing"? Shared cost of the conference not to exceed the cost of the facility. Vendor staffing costs should be included in the fixed pricing.
4.13.9 Ongoing in-person and web-based User groups	How often is ongoing? Every month, every quarter?	Based on identified need during the course of the project. Frequency is based on impact on operational function. Will also include initial system training to all new authorized providers.
4.13.9 Ongoing in-person and web-based User groups	How is additional training communicated as a need?	This is coordinated through the State Project Director.

4.13.10 Support Services	Phone support – what are the expected hours of operation?	If adequate 24 hour on-line support is provided (response time of no more than 4 hours), then phone support may be limited to 8 a.m. – 5 p.m. EST.
4.13.10 Support Services – Confirm whether or not clients have the opportunity to provide input into the prioritization of new features and enhancements	What is the definition of clients?	Clients are all system users under the Delaware contract and requests will be coordinated through the State Project Director.
4.13.10 Support Services – Identify your anticipated 2013-2014 schedule for new releases and updates	What years should we provide a schedule for since these are in the past?	All releases that took place during 2013-2014 and any anticipated releases during the remainder of 2014.
4.13.14 For internet-facing web applications, there must be a Spanish language option at the logon screen for users to choose in order to display a Spanish language version of the application	Does the entire application (all web pages and reports) need to be in Spanish?	Yes, as various users/family members may access information within the system.
7.5 DTI Requirements	Unable to access the document through the provided link <a href="http://iso.delaware.gov/document/Sample_Contract_RFP_Clauses.doc">http://iso.delaware.gov/document/Sample_Contract_RFP_Clauses.doc</a>	A copy of the document follows.

# RFP and Contract Clauses for Standards, Cyber Security, and Confidentiality

## **STANDARD PRACTICES:**

The contractor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to the State. The contractor(s) shall follow practices consistent with generally accepted professional and technical policies and standards. The contractor(s) shall be responsible for ensuring that all services, products and deliverables furnished to the State are consistent with practices utilized by, or policies and standards promulgated by, the Department of Technology and Information (DTI) published at <http://dti.delaware.gov/information/standards-policies.shtml>. If any service, product or deliverable furnished by a contractor(s) does not conform to State policies, standards or general practices, the contractor(s) shall, at its expense and option either (1) replace it with a conforming equivalent or (2) modify it to conform to State policies, standards or practices.

## **CONFIDENTIALITY AND DATA INTEGRITY:**

The Department of Technology and Information is responsible for safeguarding the confidentiality and integrity of data in State computer files regardless of the source of those data or medium on which they are stored; e.g., electronic data, computer output microfilm (COM), tape, or disk. Computer programs developed to process State Agency data will not be modified without the knowledge and written authorization of the Department of Technology and Information. All data generated from the original source data, shall be the property of the State of Delaware. The control of the disclosure of those data shall be retained by the State of Delaware and the Department of Technology and Information.

The Contractor is required to agree to the requirements in the CONFIDENTIALITY AND INTEGRITY OF DATA STATEMENT, attached, and made a part of this RFP. Contractor employees, individually, may be required to sign the statement prior to beginning any work.

## **SECURITY CONTROLS:**

As computer, network, and information security are of paramount concern, the State wants to ensure that computer/network hardware and software do not compromise the security of its IT infrastructure. Therefore, the Vendor is guaranteeing that any system or software meets or exceeds the Top 20 Critical Security controls located at: <http://www.sans.org/critical-security-controls/>.

## **CYBER SECURITY LIABILITY:**

It shall be the duty of the Vendor to assure that all products of its effort do not cause, directly or indirectly, any unauthorized acquisition of data that compromises the security, confidentiality, or integrity of information maintained by the State of Delaware. Vendor's agreement shall not limit or modify liability for information security breaches, and Vendor shall indemnify and hold harmless the State, its agents and employees, from any and all liability, suits, actions or claims, together with all reasonable costs and expenses (including attorneys' fees) arising out of such breaches. In addition to all rights and remedies available to it in law or in equity, the State shall subtract from any payment made to Vendor all damages, costs and expenses caused by such information security breaches that have not been previously paid to Vendor.

## **INFORMATION SECURITY:**

Multifunction peripherals must be hardened when used or connected to the network. They should be configured to harden the network protocols used, management services, processing services (print, copy, fax, and scan), logging, and physical security. Care shall be taken to ensure that any State non-public data is removed from memory before service calls and/or equipment disposal.

Electronic information storage devices (hard drives, tapes, diskettes, compact disks, USB, multifunction peripherals, etc.) shall be disposed of in a manner corresponding to the classification of the stored information, up to and including physical destruction.

## **CLOUD AND EXTERNAL HOSTING:**

All vendors shall be responsible for complying with the Terms and Conditions for Cloud Providers and External Hosting listed in Attachment 1. Vendors must initial T&C's 1 through 12 and submit the completed Attachment 1 with in their response.