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**STATE OF DELAWARE**



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**DELAWARE HEALTH AND SOCIAL SERVICES**

**DIVISION OF MANAGEMENT SERVICES**

1901 N. DuPont Highway

New Castle, DE 19720

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**Technical Requirements Appendix B**

**REQUEST FOR PROPOSAL NO HSS-19-041**

**FOR**

**Electronic Visit Verification**

Recommended/PTR Business Case Number: BC0001303

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# 1 Project Overview

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## 1.1 Background and Purpose

The State of Delaware (State), Department of Health and Social Services (Department or DHSS) wishes to sign a contract for professional services with a primary contractor (Contractor). This request for proposals (“RFP”) is issued pursuant to 29 *Del. C.* §§ [6981 and 6982](#).

The purpose of this Request for Proposal (RFP) is to solicit proposals from Electronic Visit Verification (EVV) Contractors to implement and operate a system (“EVV System” or “System”) for the Department of Health and Social Services (DHSS), Division of Medicaid and Medical Assistance (DMMA), in compliance with the 21st Century Cures Act (Cures Act), and with the established standards herein.

In response to the EVV requirements outlined in the Cures Act, DMMA is procuring for a Commercial off-the-shelf EVV System that will meet the requirements set forth in the Cures Act, as well as the unique needs of DMMA and their members, members’ families and provider communities and that will serve as the State’s single statewide EVV system. While the Cures Act requires EVV for personal care services by January 2020 and home health services by January 2023, DMMA is implementing EVV for both of these sets of services within the 2020 timeframe.

DMMA plans to implement an Open Contractor model with DMMA contracting with one EVV Contractor and allowing providers and managed care organizations (MCOs) with existing EVV Systems to continue to use those systems. DMMA is seeking a System with two separate but related components — data collection and data aggregation. The System must be flexible and scalable so that it can easily accommodate the full range of program requirements and user needs, while also creating efficiencies by streamlining data and information sharing.

DMMA’s goals for EVV include:

- To improve the health and well-being of Delaware Medicaid members by:
  - Confirming that services are being provided as agreed upon in the Plan of Care; and,
  - Maintaining the flexibility needed by members to direct their community-based services.
- To support service providers in implementing and maintaining a System that appropriately tracks Medicaid services.
- To reduce and avoid fraud, waste and abuse in the Delaware Medicaid program.

The State seeks to procure a Contractor to implement and operate a statewide EVV System that includes both data collection and data aggregation functionality to verify the delivery of personal care and home health services delivered to all members across Medicaid populations. The functionality of the System will allow compliance with the Cures Act, while acknowledging that some providers already have systems in place.

The System must support all members including those who utilize member-directed

service models and be designed in such a way that it does not hinder the flexibility of members/families in scheduling or choice in where they receive their services, whether in their home or in the community.

## **2 DHSS Program and System Overview**

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### **2.1 DHSS**

The mission of DHSS is to improve the quality of life for Delaware's citizens by promoting health and well-being, fostering self-sufficiency, and protecting vulnerable populations. DHSS is comprised of eleven divisions as follows:

- Division of Substance Abuse and Mental Health
- Division of Child Support Services
- Division of Health Care Quality
- Division of Management Services
- Division of Developmental Disabilities Services
- Division of Public Health
- Division of Services for Aging and Adults with Physical Disabilities
- Division of Social Services
- Division of Medicaid and Medical Assistance
- Division of State Service Centers
- Division for the Visually Impaired

### **2.2 The Division**

DMMA is Delaware's Single State Medicaid agency. Its mission is to improve health outcomes by ensuring that the highest quality medical services are provided to the vulnerable populations of Delaware in the most cost effective manner.

As of August 2018, over 236,000 members were enrolled in Delaware's Medicaid program. Seventy nine percent (79%) of those enrolled receive their services through the managed care plans under Delaware's Diamond State Health Plan (DSHP), six percent (6%) receive their services through the State's managed long term services and supports program (Diamond State Health Plan Plus (DSHP-Plus)) and 15% receive their services through the State's Medicaid fee-for-service program.

The Cures Act mandates electronic visit verification for personal care and home health services. The specific data elements to be validated as prescribed in the Cures Act include:

- The member receiving the service
- The type of service
- Date of service
- Location of service delivery
- Direct care worker (DCW) providing service
- Time the service begins and ends

In Delaware the following services will be subject to EVV:

<b>SERVICE</b>	<b>CODE(S)</b>
Attendant	S5125
Chore	S5120
Habilitation	T2021
Homemaker	S5130
Home Health - Home Health Aide	T1021
Nursing	S9123/S9124
Physical Therapy	G0151/S9131
Occupational Therapy	G0152/S9129
Respiratory Therapy	S5181
Respite	S5150
Speech Therapy	G0153/S9128
Private Duty/Independent Nursing	T1000
Personal Care	T1019

Members receive these services through a variety of State-administered programs as described in the table below. Staff from each administering agencies listed will require access to the system. Data regarding enrollment numbers for each program is available on DMMA's EVV web page: [https://dhss.delaware.gov/dhss/dmma/info\\_stats.html](https://dhss.delaware.gov/dhss/dmma/info_stats.html).

<b>PROGRAM NAME</b>	<b>ADMINISTERING AGENCY</b>	<b>MANAGED CARE or FFS</b>
DSHP	DMMA	Managed Care
DSHP Plus	DMMA	Managed Care
Promoting Optimal Mental Health for Individuals through Supports and Empowerment (PROMISE)	Division of Substance Abuse and Mental Health (DSAMH)	FFS
Lifespan Waiver (1915 c)	Division of Developmental Disabilities Services (DDDS)	FFS
Pathways (1915 i)	Division of Developmental Disabilities Services (DDDS) and Division of Services for Aging and Adults with Physical Disabilities	FFS

While most members are enrolled with a managed care organization, MCO enrollees may also receive some services through the FFS program. Additionally, the State offers

members the opportunity to self-direct some of their services. Self-directed attendant care is offered through DSHP-Plus, respite and personal care may be self-directed in the Lifespan waiver and members participating in Pathways may self-direct their personal care services. Data regarding the number of members who self-direct their services is available on DMMA's EVV web page:

[https://dhss.delaware.gov/dhss/dmma/info\\_stats.html](https://dhss.delaware.gov/dhss/dmma/info_stats.html).

## **2.3 Support/Technical Environment**

The three groups responsible for the development and operation of the automated systems that support the Division are described below. These three groups will be responsible for review and approval of all project deliverables, invoices and milestone payments. The selected contractor will coordinate efforts for this project with the Project Director, other project contractors, State of Delaware participants, and stakeholders.

### **2.3.1 Information Resource Management (IRM)**

The Project Director will oversee the project budget in coordination with DTI, Office of Management and Budget (OMB), and the division. The IRM unit is responsible for providing DHSS divisions with direct programming support of automated systems, as well as consulting support and management of automated systems software, contractors and development projects. IRM consists of an Applications Development, Technology Planning, Base Technology, Telecommunications, Security, and Help Desk support group. All groups participate in all phases of the project lifecycle as appropriate.

IRM will appoint a Project Director with broad oversight authority for all project activities. A Technical Manager will be appointed and report to the Project Director for project-related activities. The Contractor on this project will report to the Project Director. The Project Director will report to the Director of Information Resource Management and have a dotted line to DTI's Director of Major Projects. The IRM Project Director will serve as the liaison with DTI.

### **2.3.2 Department of Technology and Information (DTI)**

DTI is a separate cabinet level agency responsible for running the majority of other State agencies' computer operations, the wide area data network, and setting and enforcing Statewide IT policy and standards. DTI as a separate State agency does not fall under the authority of DHSS. However, the Project Director has a dotted line reporting relationship to DTI's Director of Major Projects and is required to work with DTI groups throughout all phases of the project lifecycle, review project deliverables, and oversee the project budget. DTI is responsible for supplying Wide Area Network (WAN) systems support to DHSS as well as other State agencies. DTI also provides State agencies with technical consultant services.

### **2.3.3 Division Business Analyst Group**

This group serves to coordinate subject matter experts and to assure business needs are translated into IT requirements and vice versa. This is a critical function that ensures that division business requirements are properly communicated to technical staff and that division program staff understand IT policies and standards as they relate to the project. This group works closely with IRM and Contractor staff on all technical aspects of the project to ensure close communication with program staff on all phases of the project life cycle including RFP, business case process, contractor negotiations,

deliverable review and signoff, through testing, implementation, and post-implementation support. For this project, a Functional Manager will be appointed. This position will report to the Project Director for project-related activities.

## **3 DHSS Responsibilities**

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The following are DHSS responsibilities under this RFP. Outlined in the following subsections are such areas as project staffing, project management, available resources, and system testing and implementation (if applicable). DHSS staff expectations for this initiative beyond what is stated here must be clearly spelled out by the Contractor.

### **3.1 Staffing Roles**

As stated above, the Division will appoint a Project Director. The Project Director will serve to manage project staff including Contractor staff during this project. All project deliverables will be approved by signature of the Project Director, Technical Manager and the Functional Manager. The Project Director will serve as the overall project lead with input from the Technical Manager and the Functional Manager.

The Project Director will serve as primary coordinator to ensure that Joint Application Design (JAD) sessions take place with the appropriate subject matter experts (SMEs), that project documents and deliverables are thoroughly reviewed and that approval takes place within agreed upon timeframes. This individual is also responsible for scheduling and coordinating User Acceptance Testing (UAT), when appropriate.

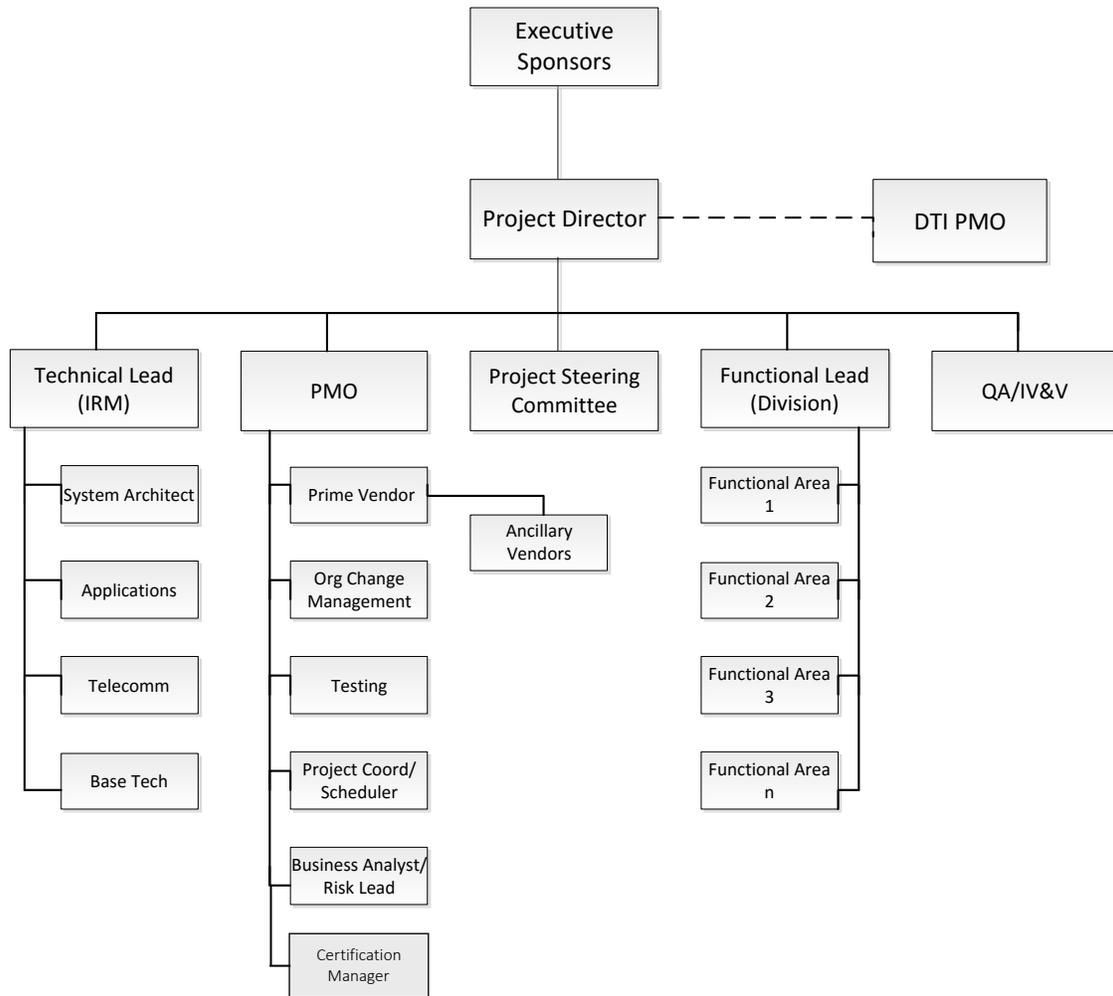
The Project Director will coordinate with other divisions and State agencies for their input as needed. These staff will serve primarily as subject matter experts on relevant Division applications and related systems, and will participate in meetings and deliverable review as necessary.

The Technical Manager and the Functional Manager will serve as primary technical liaisons to ensure that contractor and DHSS and DTI technical staff work together effectively to identify current and future technology considerations and make key technology decisions. The Technical Manager will serve as the primary liaison with DTI staff to gather State level input as needed.

The Project Director will report to a Project Steering Committee made up of representative managers from the Division, IRM and DTI. This Committee will meet monthly to review project status, progress and issues. The Project Steering Committee will report to an Executive Sponsors group. The Executive Sponsors group will be comprised of representatives from DHSS, DTI, OMB and the Division. They will meet quarterly to discuss overall project status, progress and issues, project management, funding, staffing, sponsor issues, stakeholder participation and tasks planned for the upcoming quarter.

### 3.1.1 Project Organization Chart

The following organization chart outlines the proposed management structure for this project.



### 3.2 DHSS Staff Participation

The Project Director will be assigned to work on this project full time. Additional DHSS staff participation is as assigned and is in addition to their primary responsibilities. DHSS staff normally work 7.5-hour days from 8:00 AM – 4:30 PM, although some staff flex their schedules. No DHSS staff will be available for data cleanup or meta-data definition. However, divisional SME’s can serve to advise the contractor on these topics. No DHSS technical staff will be assigned to this project to assist in the coding of the system. DHSS technical staff will attend JAD sessions as assigned. It is important to note that documentation on the existing systems may be missing, incomplete, out of date or in error. Division staff will be responsible for user acceptance testing. The Division will be responsible for assigning a primary and backup division liaison and knowledgeable subject matter experts for the duration of JAD sessions related to their areas of

expertise. These assignments will be sent to the Project Director prior to the start of the JAD sessions. Attendance at these sessions is mandatory for assigned staff. These same subject matter experts along with other staff will be assigned to participate during UAT for their areas of expertise. Adequate divisional staff participation is critical.

### **3.3 Resource Availability**

IRM applications, telecommunications and HelpDesk staff are on site from 8:00 AM to 4:30 PM on State business days. The State network is very stable and unscheduled downtime is minimal. Given that the network is an essential State resource, any reported problems have a very high priority and are dealt with immediately. Biggs Data Center power is conditioned and outside supply fluctuations can trigger a switch to automatic local power generation capability. DHSS has audio and video-conferencing capabilities as well in specific on-site locations for remote meeting participation. Remote connectivity through SSL-VPN is available for offsite work for contracted staff that must access, update or maintain servers and/or applications in the DMZ. Please refer to Exhibit D for more information on the DHSS IT environment.

### **3.4 Change Control**

Scope control is critical to the success of any IT project. If the project is to remain on time and within budget, scope must be tightly managed. In this vein, the project will establish a Change Control Board (CCB) to review all changes requested beyond the scope established in the contract. This entity will be made of representatives from DHSS (Business and IRM) and the project contractor(s) to review Change Requests (CRs) and vet them as to whether they are critical for inclusion in the implemented solution. Non-critical requests will be prioritized for consideration in the Maintenance and Operations (M&O) phase. CRs may be swapped for CRs of similar level of effort in order to contain scope. At a certain point, however, design must be locked down at which point no other CRs will be considered for inclusion at implementation. This design lock down date must be documented in the baselined project plan deliverable. The change control process will be documented in the Communications Plan deliverable.

### **3.5 Deliverable Review**

It is the responsibility of DHSS to perform deliverable review including participating in and reviewing the results of User Acceptance Testing on all functional aspects of the project. DTI may participate in the review process for certain deliverables. It is the responsibility of DHSS to review all project deliverables in the agreed upon timeframe. DHSS will notify the Contractor of any changes to the review schedule. Milestone invoicing and payment is contingent upon formal DHSS approval. Likewise, production implementation of each module is contingent upon formal DHSS approval.

### **3.6 Implementation**

Production implementation is normally an IRM responsibility. Depending on the solution selected, IRM may require participation of contractor staff. DHSS will be primarily responsible for post implementation administration if the system resides at the Biggs Data Center. If a hosted solution is selected, the Contractor has primary administration responsibilities.

## **4 Contractor Responsibilities/Project**

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The following are contractor responsibilities and project requirements under this RFP.

The contractor is expected to provide the expertise and provide for the full range of services during the project. Contractors must discuss each of these subsection requirements in detail in their proposals to acknowledge their responsibilities under this RFP.

This experience is critical in ensuring project success in terms of the future direction of the Division's information technology development, as well as maintaining an open partnership with project partners.

### **4.1 Staffing**

Contractor will propose and supply resumes for the following key positions including:

- Project Director
- Project Manager
- Business Analysts
- Senior Developers
- Technical Analysts (i.e. DBA, SE, etc.)
- Documentation Specialists

The resumes will be for specifically named individuals and will be in the format specified in Exhibit D. Other positions may be proposed at the contractor's discretion. One person may be proposed to fill more than one role. The contractor project manager and other key staff like the Business Analyst(s) will be required to be on site in New Castle, Delaware, during the entire project phase.

#### **4.1.1 On-Site Staffing Requirement**

The following key contractor staff are required to be on-site at the Biggs Data Center in New Castle, Delaware, as indicated below:

- Contractor Project Director, as required
- Contractor Project Manager 100%
- Business Analysts 80%

DHSS and the key contractor staff will work very closely together on this project. This requires an on-site presence. DHSS will provide office space including furniture, phones and network connectivity for all on-site project staff. Contractor will be responsible for all other office necessities including workstation and required software. It is vital for the contractor project manager and key staff to play an active on-site role in the project and be visible and accessible.

#### **4.1.2 Project Director Requirement**

The Contractor Project Director is the individual who has direct authority over the Contractor Project Manager and will be the responsible party if issues arise that cannot

be resolved with the Contractor Project Manager. The Contractor Project Director does not need to be on-site except for designated meetings or as requested. It is critical that a named Contractor Project Director with experience implementing IT projects similar in duration, scope and complexity to the EVV project be proposed.

#### **4.1.3 Project Manager Requirement**

The contractor project manager is on-site and manages the project from the contractor perspective and is the chief liaison for the DHSS Project Director. The Project Manager must be assigned to the Delaware EVV project on a full time basis for the duration of the development and implementation work, until the EVV System is successfully implemented and accepted by the State. The Project Manager has authority to make the day-to-day project decisions from the contractor firm perspective. The Project Manager is responsible for all project management activities and for ensuring all requirements are satisfied. They are also responsible for maintaining the project plan over the life of the project.

The contractor project manager is expected to host meetings with Division Subject Matter Experts (SMEs) to review Division business organization and functions along with the organization, functions and data of existing information systems relevant to this project. The contractor project manager is also expected to host other important meetings, assign contractor staff to those meetings as appropriate and provide an agenda for each meeting. Weekly on-site status meetings are required, as are monthly milestone meetings. Meeting minutes will be recorded by the contractor and distributed within 24 hours after the meeting. Key decisions along with Closed, Active and Pending issues will be included in this document as well. Additionally, the Project Manager must participate in all other State, provider, and stakeholder meetings as requested by the State. The Project Manager will maintain a formal risk register of all identified project risks. In their proposals, Contractors must include a confirmation that their project manager will schedule status review meetings as described above. It is critical that a named Contractor Project Manager with prior project management experience be proposed.

The Project Manager must demonstrate a minimum of five years of project management experience managing the implementation of IT projects similar in duration, scope and complexity to the EVV project. DHSS may consider comparable work experience. A preference may be given for public sector experience. The Project Manager must have attained a project management professional (PMP) certification from the Project Management Institute (PMI) or equivalent.

In their proposals, Contractors must include a confirmation that their Project Manager will schedule status review meetings as required above and that their Project Manager will provide written minutes of these meetings to the DHSS Project Director by noon the business day prior to the next meeting.

#### **4.1.4 Project Help Desk Staff Requirement**

Contractor Help Desk expertise is critical to the success of the System. Staff proposed for this function do not need to be dedicated exclusively to this role. They may serve a primary role in addition to providing Help Desk coverage. Secondary Help Desk support must be identified in the resume of the staff member primarily bid for another function.

The Contractor must address ongoing help desk requirements as described in Section 4.12.9 of this RFP and shall provide online and telephonic user support 24 hours a day, 7 days a week, over the life of the contract. The Contractor shall ensure that online and telephonic inquiries are resolved in no more than 24 hours.

The Contractor shall establish additional performance metrics and targets, subject to the State's approval, that the Contractor uses to analyze trends in calls that may help support user education or systems enhancements as well as to monitor the timeliness and effectiveness of its online and telephonic user support. The Contractor must report inquiries and performance metrics to the State monthly in the Monthly Report described in Section 4.12.13 of this RFP.

## **4.2 Project Management**

The contractor must be the prime contractor to develop all the deliverables required by this RFP. The prime contractor will be directly responsible for all project work and performance of any subsidiary, subcontractor or other third party. The prime contractor will ensure that all ancillary contractors understand and are responsible for the requirements of this project. If the prime contractor will be utilizing the services of an ancillary contractor under this project, please give an example of language to be used in the sub-contractual agreement to satisfy this requirement.

The contractor must recommend a core team to work with DHSS over the course of the project and must identify other resources needed. A project plan must be created and included as part of this proposal. Additionally, as part of its response the Contractor shall describe its process for design, development and implementation which supports the project plan.

The contractor is expected to employ a rapid application design methodology to speed customization/development. An iterative model of testing is required, which will require early prototypes and subsequent demonstrations of working modules to ensure that the product meets user specifications in terms of user interface and functionality. It will be the contractor's responsibility to provide complete and accurate documentation for all entities in the System. The contractor is expected to release prototypes/drafts of project deliverables and components for early DHSS consideration and comment in order to expedite the final review process.

## **4.3 Requirement to Comply with HIPAA Regulations and Standards**

The selected Contractor must certify compliance with Health Insurance Portability and Accountability Act (HIPAA) regulations and requirements as described in Department of Health and Human Services, Office of the Secretary, 45 CFR Parts 160, 162 and 164 along with the updated ARRA and HITECH act provisions, as well as all HIPAA requirements related to privacy, security, transaction code sets (where applicable) and medical provider enumeration.

The selected Contractor is required to customize/develop the System in accordance with HIPAA requirements, implement the System in accordance with HIPAA requirements and, where the Contractor will operate and maintain the System, operate and maintain the System in compliance with HIPAA requirements.

HIPAA requirements also apply to entities with which DHSS data is shared. If this data is covered by HIPAA, then a Business Associates Agreement (BAA) must be signed by both parties to ensure that this data is adequately secured according to State policies and standards (See Section 4.4 for more information on this requirement). This agreement/contract must be in force prior to testing or production implementation of this data exchange.

In the proposal, contractor will explain their understanding of the HIPAA regulations and their impact on this project especially in the area of security.

The State will entertain using National Institute of Standards and Technology (NIST) 800-30 v1, or current NIST guidance.

#### **4.4 Requirement to Comply with Federal, State Policies and Standards**

The proposed solution must be fully compatible with the DHSS technical environment. Proposed solutions that are not fully compliant with State standards may be disallowed.

The Information Technology Publications web page (The link to this document is in Exhibit C.) has links to DHSS and DTI policies and standards and other documentation. See the "Supportive Documentation for Bidding on Proposals" section.

- Contractors must review the MCI and IAS documents referenced on this page. MCI is the Master Client Index, which is required for all systems identifying DHSS clients. IAS is the Integrated Authorization System, which is a DHSS mechanism for tracking authorized systems users. Contractors must comply specifically with these requirements.

The DTI Systems Architecture Standard contains information confidential to the State and is not published on the internet. However, DTI has set up an email address, which will automatically send a response with this document attached. The email address is [sysarch@lists.state.de.us](mailto:sysarch@lists.state.de.us)

The application will have at least 3 tiers with the tiers configured and secured as in the sample diagram included in the DHSS Information Technology Environment Standards. Please see State of Delaware Systems Architecture Standard (The link to this document is in Exhibit C.) and DHSS Information Technology Environment Standards (The link to this document is in Exhibit C.) for more information.

All components of the proposed solution, including third party software and hardware, are required to adhere to the policies and standards described above, as modified from time to time during the term of the contract resulting from this RFP, including any links or documents found at the above referenced web sites.

State Technology Standards: – The Contractor must maintain best practices adopted by the Department of Technology and Information (DTI), through the Technology and Architecture Standards Committee (TASC). The Contractor will develop solutions using architecture, software and hardware deemed to be in a Standard or Acceptable category by DTI. When an architecture, software, or hardware is moved to a category of discontinue the Contractor must develop a plan to move to a solution considered Standard.

The Contractor and proposed solution must comply with the Sections 1561 and 1104 of the Affordable Care Act (ACA).

#### **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 Exhibit K for instructions on this process.

Contractor staff will be required to fill out DTI's Acceptable Use Policy, Biggs Data Center User Authorization Form, and the Biggs Data Center Non-Disclosure Agreement for necessary authorizations before starting work under the contract. Staff working at a secured DHSS site will be issued a security access card by DHSS.

#### **4.4.2 Architecture Requirements**

Securing and protecting data is critical to DHSS. This protection is required for data whether hosted **onsite or offsite**. As such it is required that the Contractor include in the response to this section proposed architectural diagram(s) in Visio format demonstrating how DHSS data is being secured.

The diagram must include any interfaces between the solution and other solutions. The diagram needs to be clearly documented (ports, protocols, direction of communication). It does not need to contain the inner workings of the solution or proprietary information. In addition, the Contractor shall include in its response a description of its security processes and procedures for all of these interfaces.

Technical documentation will be required to be produced as part of the contract negotiations process. These will be submitted to DHSS for attachment to a DTI business case. The business case must be in "Recommended" status prior to contract signature or have a clear indication that the contract can be signed subject to conditions listed in the business case. The project business case is a DHSS responsibility. Technical documentation includes a final architecture diagram for each system environment (Prod, UAT, etc.), non-proprietary data dictionary and a high-level process flow diagram. This documentation shall be produced at no cost to DHSS prior to contract signature.

Architecture changes can be highly risky if not planned and tested correctly and therefore must go through the change control process. The architecture diagram may have to be updated along with other documents for prior approval. Architecture changes must be staged in lower environments at least at the SIT level for integration testing. Formal UAT approval is required for scheduling production implementation.

The Contractor shall express business rules using a technology-neutral standard format corresponding with the core data elements identified through the National Information Exchange Model (NIEM).

#### **4.4.3 DHSS Hosting Requirements**

The State prefers a vendor or cloud-hosted solution. If the proposed solution will be hosted by DHSS, Contractor is instructed to include in their response to this section the

following statement, **“Proposing a DHSS hosted solution. Therefore, the Cloud/Remote Hosting Requirements from section 4.4.4 do not apply and are not addressed in this proposal.”**

#### **4.4.3.1 Standard Practices**

The contractor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to DHSS. 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 DHSS are consistent with practices utilized by, or policies and standards promulgated by, the Department of Technology and Information (DTI). The link to the Enterprise Standards and Policies is in Exhibit C. 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.

#### **4.4.3.2 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.

#### **4.4.3.3 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 Contractor is guaranteeing that any systems or software meets or exceeds Critical Security Controls. The link to this document is in Exhibit C.

#### **4.4.3.4 Cyber Security Liability**

It shall be the duty of the Contractor 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. Contractor's agreement shall not limit or modify liability for information security breaches, and Contractor 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 Contractor all damages, costs and expenses caused by such information security breaches that have not been previously paid to Contractor.

#### 4.4.3.5 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.

#### 4.4.3.6 Mandatory Inclusions for DHSS Hosting

##### 4.4.3.6.1 Network Diagram

The Contractor must include a network diagram of the user's interaction with the solution and any interfaces between the solution and DHSS must be clearly documented (ports, protocols, direction of communication). The network diagram does not need to contain the inner workings of the solution or proprietary information.

##### 4.4.3.6.2 List of Software

The contractor must include a list of software (operating system, web servers, databases, etc.) that the State needs to utilize the solution. For example, a certain web browser (IE) or web service technology for an interface. The contractor will include a list of browsers and versions that are officially supported for web applications. The software list will be formatted as follows:

Product Name	Version	Contractor Name	Required for Development?	Required for M&O?

##### 4.4.3.6.1 3<sup>rd</sup> Party Authentication

The contractor must include a list of any third party authentication solutions or protocols that they support.

##### 4.4.3.6.2 Password Hashing

The contractor must describe the method used by the solution for hashing user passwords. Include items like hash algorithm, salt generation and storage and number of iterations.

##### 4.4.3.6.3 Data Encryption

The contractor must describe the solution's ability to encrypt non-public State data in transit and at rest. Include encryption algorithm(s) and the approach to key management.

##### 4.4.3.6.4 Securing DHSS Data

The contractor must describe how DHSS data will be protected and secured.

#### 4.4.4 Cloud/Remote Hosting Requirements

The State prefers a vendor or cloud-hosted solution. This section is mandatory for Contractors proposing to host systems and/or DHSS data outside of the State network. Contractors must respond as required for each subsection below. Failure to respond as instructed may be cause for rejection of the entire proposal.

If the proposed System and/or data will be hosted outside of the State network, Contractor is instructed to include in their response to this section the following statement, **“Proposing a Cloud/Remote Hosting solution. Therefore, DHSS Hosting Requirements from section 4.4.3 do not apply and are not addressed in this proposal”**.

##### 4.4.4.1 Remote Hosting Agreements

The data classification for this procurement is **Non-Public**.

Contractor is instructed to review the following two agreements and sign, scan, and include with your response

##### Cloud Services Agreement (CSA)

The link to this document is in Exhibit C.

##### Data Usage Agreement (DUA)

The link to this document is in Exhibit C.

The mandatory clauses are identified by the checkmark in the appropriate Public/Non-Public column in each Agreement.

Note: There are very specific instructions above the Cloud Service (CS) Terms column on each page of the CSA regarding which combination of provisions are mandatory for Non-Public data. Please review the instructions carefully

If Contractor can only accept a clause with conditions (Accept Conditionally) or does not agree with (Reject) a clause as written, then please fill out the following Cloud Services/Data Usage Exceptions table as part of your response to this section. Please include a Comment for each exception stating why you Accept Conditionally or Reject. If you can Accept Conditionally, state what controls are or can be put into place to provide for the same or similar level of compliance.

#### CSA/DUA Exceptions (Example)

CSA/DUA	Clause #	Response	Comment
CSA	CS1-B	Accept Conditionally	We will provide the results of our internal Criminal Background Checks in lieu of the stated requirement.
CSA	CS4	Reject	Our legal counsel has advised that while we can provide notice to DHSS of pending activity, we can provide no specifics otherwise.
DUA	DU2	Accept	While we can agree to the minimum necessary

		Conditionally	provision, under exceptional circumstances, our DBA staff may be required to access production datasets for the purposes of data integrity checks or issue resolution. An as-needed, limited term access authorization will be necessary in this situation.
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Any exceptions specified will be vetted by DTI prior to contract signature. Individual clauses may be negotiated and updated by DHSS. In this case, DTI’s written approval of the negotiated Agreement version will be attached to the final contract.

If the Contractor accepts all clauses as originally specified, Contractor will respond to this subsection with “We accept all clauses in both the CSA and DUA”. Do not include the Template Exceptions table in this situation.

**4.4.4.1.1 Requirement to Encrypt Data at Rest**

In the DUA, requirement DU7 specifies that non-public data (personally identifiable information/confidential information) must be encrypted at rest. If the Contractor is proposing a solution that will comply with this requirement, please include the following statement in your response to this section:

- “[Company Name] is proposing a solution will encrypt non-public data at rest.”
- In section 4.4.5.1 of this RFP, Contractor must specifically describe how the data will be encrypted as specified in requirement DU7 in the DUA.

However, if the Contractor cannot comply with this requirement then Contractor must purchase adequate Cyber Liability Insurance as specified in Exhibit L **Cyber Responsibilities, Liability and Insurance**. Please include the following statement in your response to this section:

- “[Company Name] is proposing a solution will not encrypt non-public data at rest and intends to purchase Cyber Liability Insurance as specified in Exhibit L prior to contract signature.”
- The selected Contractor will present a valid certificate of cyber liability insurance for attachment to the contract prior to contract signature.

**4.4.4.2 Terms and Conditions for Subcontractors**

Subcontractors involved in offsite/cloud data hosting are not required to sign the CSA or the DUA; however, the primary contractor is expected to hold them responsible to the same or more stringent security requirements to ensure that State data is adequately secured.

**4.4.4.3 Standard Practices**

The contractor(s) shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished to DHSS. The contractor(s) shall follow practices consistent with generally accepted professional and technical policies and standards.

#### **4.4.4.4 Mandatory Inclusions for Cloud/Remote Hosting**

##### **4.4.4.4.1 Network Diagram**

The Contractor must include a network diagram of the user's interaction with the solution and any interfaces between the solution and the State need to be clearly documented (ports, protocols, direction of communication). The network diagram does not need to contain the inner workings of the solution or proprietary information.

#### **4.4.5 DHSS-Specific Security Requirements**

The requirements in this section are mandatory.

##### **4.4.5.1 Encryption of Data at Rest**

Contractor will describe the method(s) for encrypting DHSS confidential/PII/ePHI data at rest in their proposed solution.

##### **4.4.5.2 Encryption of Data in Transit**

All data in transit must be encrypted whether transmitted over a public or private network. Contractor will describe the encryption method(s) proposed.

##### **4.4.5.3 DHSS Data Rights**

All DHSS data (Public and Non-Public) related to services provided under this contract will remain the sole property of DHSS. De-identified or derived/aggregated DHSS data is not exempted from this requirement. This provision shall survive the life of the contract. Contractor does not acquire any right, title or interest in DHSS data under this contract. Except as otherwise required by law or authorized by DHSS in writing, no DHSS data shall be retained by the Contractor for more than 90 days following the date of contract termination. After the 90-day timeframe the following provisions will remain in effect: contractor will immediately delete or destroy this data in accordance with NIST standards and provide written confirmation to DHSS; contractor is expressly prohibited from retaining, transferring, repurposing or reselling DHSS data except as otherwise authorized by DHSS in writing; contractor retains no ongoing rights to this data except as expressly agreed to by DHSS in the contract.

##### **4.4.5.4 EVV Specific Security**

The Contractor must use role-based security access for data and System functionality including role based security for reporting, portal and dashboard modules. The Contractor's System must also include "Super-user" role-based security access, allowing State designated staff and contractors to review, analyze and report all data across payers, providers, DCWs and members receiving services. The Contractor must establish defined user roles. The Contractor's EVV System must allow for role modifications. The State and the Contractor must collaboratively refine the proposed roles, the process and criteria used to assign each user their appropriate role, and the party responsible for assigning the role. The process must be flexible and allow the State to designate entities authorized to assign System user roles (e.g., a provider agency must assign roles to DCWs). The Contractor must have a process to assign each user their appropriate role that includes identification of the party responsible for assigning the role and any criteria that will be used. The Contractor's EVV System must be flexible and allow for role modification. The Contractor must describe the process

used to change user roles and a description of the record maintained regarding the role of a user over time.

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#### 4.4.6 UAT and Training Environments

The UAT and Training environments must be secured at a level equivalent to the security in place for the production environment. It must be sized and architected such that an entire copy of the production files can be copied over into UAT. The architecture must be equivalently configured so that performance and load testing will essentially produce the same results and expectations as testing in the production environment. There is no expectation to mask field values in the UAT environment, live data may be used for testing purposes. Training environments must contain de-identified data. Lower environments that are secured in the same manner may be exempt from masking requirements as well however this may be subject to DHSS or Federal regulations that override this potential exemption.

#### 4.4.7 Masking of Production Data in Lower Environments

While securing of production data is of critical importance, migration of that data to lower environments presents its own set of challenges as lower environments typically are not as secure as the production environment. Masking of production data in lower environments usually involves deletion or obfuscation of actual PII-related field values such that they have no meaning as plain text and there is no identifiable method of translation back to the original values. If there are plans to copy production data to a less secure environment, Contractor will describe in detail their proposed masking strategy. If there is no expectation that production data will be copied into less secure environments, Contractor will describe their proposed test data generation plans and state clearly in this section that masking of production data is not required under this proposal.

#### 4.4.8 Offsite Project Work

DHSS will permit project work to be done offsite, within the United States and its territories and Canada. For offsite work, DHSS requires strong management of the resources and assigned tasks; adequate, timely and accurate communications and completion of assigned work by specified deadlines. This is important to any offsite relationship. If Contractor is proposing offsite project work, Contractor must specifically address each of the bulleted items below in this section of the proposal. Otherwise, Contractor will respond to this section as follows: **“No offsite project work proposed.”**

**Note:** For the purposes of this section, the Contractor staff organization includes subsidiary contractors.

- Provide a detailed description of work to be completed offsite along with a breakdown of the type of work to be provided on-site. Quantify this by estimating for each of the deliverables identified in this Section, the percentage of work to be done offsite.
- Provide an organization chart with job titles of offsite staff and their relationship to the Contractor.
- Provide a description of what tasks each job title is responsible for performing.
- Clearly identify if offsite work is to be performed by Contractor staff or

subcontractors.

- For offsite subcontractor or Contractor staff, please include the names and resumes of key staff, highlighting prior participation on similar projects. Also provide named or sample resumes for lower level staff.
- Provide a detailed plan for managing offsite work including communication strategy to accommodate time differences if any. Include contingency plan for completing work should offsite relationship be terminated.
- Propose a meeting schedule for project status discussions with offsite management staff.
- Identify the offsite single point of contact who will serve as the project manager of offsite resources. Describe how this project manager and the on-site project manager will interact. DHSS prefers that the offsite project manager be a Contractor employee. Please refer to RFP Section 4.1 for normal Contractor staffing requirements.
- Provide a contingency plan for substituting on-site staff if offsite relationship becomes problematic as determined by DHSS.
- Provide a description of prior Contractor organization experience with use of offsite Contractor staff or subcontractors and provide U.S. client references for that work.
- Provide a detailed description of proposed project manager's experience in directing offsite staff and/or subcontractors.
- Describe your understanding that DHSS will only provide management of this project and Contractor resources through the on-site project manager. All management/relationships with offsite resources, whether Contractor staff or subcontractors, will be handled by the respective bidding organization.
- Describe how the System components will be tested and staged during customization/development. For DHSS-hosted solutions, DHSS requires that the all UAT, production and related environments be located at the Biggs Data Center. All System components of these environments including all System libraries and databases will be located in the data center as well. DHSS staff must approve the results of System testing before Systems components are migrated into UAT. It is critical that System components are proven to operate in the Biggs Data Center UAT environment prior to promoting the code to production. Remote developers and testing staff may access these environments through VPN. The UAT environment must be the technical equivalent of the production environment to minimize issues with promoted code and/or database changes in production. Contractors may propose additional environments as necessary or recommended for their solution.

#### **4.4.9 Offshore Prohibitions**

Offshore is defined as not being within the United States or its territories. DHSS will not permit any project work to be performed offshore either by the prime contractor, subsidiary, subcontractor or by any other third party. Offshore storage and transmission of DHSS data is prohibited. Onshore project data and project artifacts including backup and recovery files in any form shall not be accessed by offshore staff and shall not be copied or moved offshore. This prohibition extends to maintenance and operations services, technical support services and any other subsequent services under this contract. Violation of any provision in this paragraph will be considered breach of contract. Contractor shall respond with their understanding of and their intent to comply with the requirements in this paragraph.

#### 4.4.10 Other Technical Considerations

While not required, DHSS prefers a Commercial Off-The-Shelf (COTS) solution that is web browser based and that:

- Uses Microsoft Windows Server as the operating system
- Uses Microsoft Internet Information Server (IIS) as the web and application server software
- Uses Microsoft SQL Server for the data store
- Has been developed using Microsoft C#.NET

#### 4.5 Reporting

To the extent possible, reporting should utilize an extracted or near real time copy of the production database so as not to adversely affect the performance and response time of the production application. As part of its response the Contractor shall describe how it proposes to meet this requirement. This is critically important for systems that permit ad-hoc reporting or user-constructed queries. DHSS encourages the use of a separate reporting environment especially for complex systems or systems with a large concurrent use base. If a separate reporting environment is being proposed, Contractors will include a corresponding system architecture diagram in their proposal.

Contractors will address the following reporting requirements in detail and how their proposed solution meets these requirements. Contractors may include sample report pages as appropriate. Contractors may also discuss how their solution exceeds these requirements with additional included reports or reporting capabilities.

The Contractor's EVV System must provide a robust, flexible and user-configurable (i.e., for all user types) reporting tool, offering reports in multiple formats. Users should have the ability to download a useable version of all reports in formats including but not limited to Excel, PDF, and comma separated value (CSV). Usable means that the data is inserted into an Excel workbook and data is not skewed by headers of each page. The Contractor's reporting tool must include a library of standard reports identified and developed in collaboration with the State. The Contractor's reporting solution shall allow users to search using criteria including report names, report filters and data elements included in the report in a library or repository of reports.

The reporting tool must use point and click technology to facilitate the development of ad hoc reports by users. All data elements contained in the EVV System must be available for ad hoc reporting. The Contractor's EVV System must include a reporting system that:

- Is configurable so that standard reports and recipients of reports can be changed easily over the life of the contract;
- Makes data in reports available, at a minimum, by payer, case manager, DCW, by billing provider and by member and
- Makes data in reports available, at a minimum, for FFS Medicaid, by MCO, by purchasing model and across payers.

The Contractor's reporting tool shall provide the ability to design and execute queries using one or more wild cards and operators to provide data when searching or reporting.

The Contractor's EVV System must have the capability to display data in a variety of formats (e.g., standard reports, graphs, charts, maps, dashboards) without the need to export data to another tool.

The Contractor, at a minimum, must ensure that reports are available in hard copy, PDF, Excel, CSV and HTML formats.

The Contractor must provide a separate reporting server to minimize impact on the production environment. The data on the reporting server should be replicated in real time.

The Contractor's EVV System shall have the ability for authorized users to selectively retrieve, view, export, and print reports (or portions of reports) and shall have the capability to allow authorized users to view query parameters along with query results.

The Contractor's EVV System must have role-based dashboards reporting for every user type including but not limited to members, providers, MCOs and DMMA that can be available via the member/provider/MCO/DMMA staff portal. The Contractor shall work with the State in the development of dashboards.

The Contractor must include role-based access to a portal for members/families, providers, MCOs, DMMA staff, and designated sister agencies. Functionality of the portal shall vary based on the user and shall include the ability for the user to generate certain types of reports. The Contractor shall work with the State, members/families and MCOs on the development of the portal features.

The Contractor must provide the State access to all current and historical data for purposes of reporting.

The Contractor's EVV System must support initiation of reports through various methods including on-demand, scheduled requests (including during non-business hours), and event-driven requests with distribution of the report results to specified secure locations.

The Contractor's reporting solution shall display standard report header and footer information (e.g., report number, report title, page number, date) on all reports. Footer information should include the following: "No Data This Report" and "End of Data" as appropriate.

The Contractor's reporting solution must provide a weekly custom report outlining system anomalies such as high levels of utilization, poor response times, large number of failed logins and other abnormal activities, identified, repaired and resolved. This report's frequency shall increase based on the number of anomalous activities. The report shall include specifics regarding the issues encountered, the measures taken to resolve the anomalies and the resources (Contractor, the State and third-party, if applicable) participating in the process.

The Contractor's EVV System's reporting solution must provide online reporting and status inquiry for all change requests in the State's specified category(ies) including but not limited to; display status, report coding changes, attach test results and record all

notes from the State and selected Contractor staff related to each change request; and produces reports that are downloadable in State-approved formats.

The Contractor's reporting solution must provide a defect reporting and tracking tool. All defect and issue resolutions must be documented, tracked and shared with the State personnel weekly, or as directed by the State. Review of the defect and issue log shall be conducted by the Contractor.

The Contractor's reporting solution must integrate data from all of the modules of the EVV System in order to generate reports that show the impact of the EVV System on program integrity efforts. For example, authorized visits as compared to validated visits as compared to visits submitted for payment versus visits paid.

The Contractor must provide toolsets to accommodate report design and generation. The Contractor's reporting functionality must include strong analytic tools, including but not limited to, arithmetic and statistical functions. The Contractor must provide the State with a complete list of analytic tools that are included in the EVV System.

The Contractor must provide training to report users on how to use reporting functionality. The Contractor must also develop and maintain an EVV Reporting Guide that contains a comprehensive description of the EVV reporting function, report library details and definitions and standards for the distribution of reports. The guide should be updated and distributed to all report users at least annually or as significant changes are made.

#### **4.5.1 Data Interfaces**

The Contractor must collaborate with the State and its designees to develop requirements for data transfers from the State's or its designee's Medicaid Management Information System (MMIS), referred to as DMES (Delaware Medicaid Enterprise System), claims or other IT systems including the State's existing electronic data warehouse (EDW). The Contractor must complete, subject to approval by the State, any and all interfaces needed for the efficient operation of the EVV System, including but not limited to the State's or its designee's MMIS, claims or other IT systems including the State's existing EDW.

##### **Interface with Payroll Systems**

The Contractor's EVV System shall have the ability to interface with providers' existing payroll systems for the purpose of sharing validated visit data in order to populate DCWs' timesheets for payroll purposes. The use of this functionality by providers is optional and as such it is the provider's sole responsibility to pay any costs associated with the building of the interface. The State is including it in this RFP as a courtesy to providers and is not responsible for any of the development, maintenance or interface costs associated with its use.

##### **Interface with Financial Management Systems**

The Contractor's EVV System shall have the ability to interface with all contracted Fiscal Employer Agents' systems. The Contractor shall work with the State and the Fiscal

Employer Agents in defining the elements to be included in the interface but shall, at a minimum, include details of all visits for members using self-directed services.

DMMA is interested in sharing summary information from the EVV system with the Delaware Health Information Network (DHIN). The Contractor will be required to provide care summary information to the DHIN that will populate the community health record with relevant information associated with the delivery of services. The data set will include all pertinent information as defined by the DHIN and DMMA. The use of a Consolidated CDA (or C-CDA) format for clinical care summary documents exchange is required. In order to access C-CDA standards a subscription to HL7 is needed. Fees associated with any subscriptions needed are at the sole expense of the Contractor. Additional information about HL7 can be found at

[http://www.hl7.org/implement/standards/product\\_brief.cfm?product\\_id=7](http://www.hl7.org/implement/standards/product_brief.cfm?product_id=7)

The methods for transport for the C-CDA shall include TCP/IP over VPN, Direct Secure email, or SFTP. Transport through a FHIR API is being considered for future use.

While DMMA does not anticipate the need for this functionality at “go live”, the Contractor’s EVV System must have the capability of interfacing with the following:

### **Case Management Interface**

The Contractor must ensure the data aggregator interfaces with case management systems, as appropriate, to accomplish the following in accordance with requirements developed in collaboration with the State:

- Receive information from case management systems including detailed service plan information at a frequency and in a format determined by the State;
- Receive updates in near real time (within 3 seconds 99% of the time) transactions; and
- Receive information in batch and individual transactions.

### **Prior Authorization Systems Interface**

The Contractor must ensure the data aggregator interfaces with prior/service authorization systems, as appropriate, to accomplish the following in accordance with requirements developed in collaboration with the State:

- Receive information including prior authorization information from prior authorization systems at a frequency and in a format and frequency determined by the State;
- Receive updates in near real time transactions; and
- Receive information in batch and individual transactions.
- Track service utilization, across all providers, against prior authorization. This information must be available for members/families and providers viewing in respective portals.

#### 4.6 Performance

Performance of the proposed solution within DHSS and State technical environments is a critical consideration. The present data center environment in terms of infrastructure, hardware, power, etc. needs to be reviewed. The selected Contractor will be expected to review this with IRM and DTI to ensure that it is sufficient. The current design and capacity of the network especially in terms of connectivity to the Division business sites must be reviewed along with service upgrade plans. Future capacity and response time needs must be evaluated and accepted.

The Contractor shall ensure access for the required number of concurrent users, according to the State specifications, necessary for the administration of the State's business functions without limitation of user access and compliance with performance standards. The Contractor's EVV System shall accommodate a user interface response time of three (3) seconds or less per discrete transaction. Additionally, response time for adding, updating, or deleting data from operational components shall not exceed three seconds per action. Performance is measured by measuring individually the adding, editing and deleting of data. Measure from action to completion of process. Validate 1) appropriate action to data was completed and 2) review action history for timing. DMMA understands that response time is dependent on many factors, sometimes outside of the control of the Contractor, such as wireless connection quality and internet activity. DMMA will accept points of measurement such as the time elapsed between request and response on the Contractor's server, accounting for factors beyond the Contractor's control.

#### 4.7 Degree of Customization

In terms of degree of customization of COTS software or transfer of an existing custom solution, DHSS' interest is in cost containment by restricting the customization features applied to a proposed COTS or transfer solution. DHSS will waive IP rights of customization features applied as part of this project if they are made part of the standard product, which in fact is DHSS' preference.

The basis for this degree of customization will be the maximum number of hours that the Contractor is including in the total hours for development for required customization features. The Contractor will provide the following information in their technical proposal:

Total Development Hours = \_\_\_\_\_

Total Customization Hours = \_\_\_\_\_

Degree of Customization = \_\_\_\_\_

The Degree of Customization is computed as follows:

$$\text{Degree of Customization} = \left( \frac{\text{Total Customization Hours}}{\text{Total Development Hours}} \right) * 100$$

where

**Total Customization Hours** = Total hours for all approved change requests (CR1 hours + CR2 hours + ...)

and

**Total Development Hours** = Total coding hours bid for this project

The Contractor will bid a Degree of Customization that does not exceed 15%. This figure will serve to cap Total Customization Hours that will come out of the design process. If at any point during the design phase, this figure is projected to exceed 15%, the Contractor and DHSS will have discussions regarding the possible need to increase hours for customization or scale back existing CRs to drive this figure back to or below 15%.

#### **4.8 Backup and Recovery**

DHSS requires that System data be backed up to appropriate media that can be restored as necessary. The selected contractor will be expected to review the current backup and recovery process and suggest scenarios where incremental backups, full backups or dataset reloads are appropriate. The Contractor shall review the backup and recovery process twice a year.

The Contractor must develop a Continuity of Operations and Recovery Plan (CORP) to manage unexpected events and the threat of such occurrences that may negatively and significantly impact business operations and the ability to deliver services to members. The Contractor's CORP must be updated annually. All Contractor staff must be trained on, and be familiar with, the CORP.

The CORP must assure a recovery point objective (RPO) of approximately 10 minutes by using continuous asynchronous database backups. The RPO is the amount of data that is lost if a failure occurs. The backups must be non-disruptive to the production environment. Additionally, the Contractor shall maintain a disaster recovery environment that is a replicated version of the production environment with similar hardware.

The CORP shall, at a minimum, include planning and training for:

- Electronic/telephonic failure;
- Complete loss of use of the Contractor's main site and any satellite offices, in and out of State;
- Loss of primary computer system/records;
- Communication between the Contractor and DHSS in the event of a business disruption; and
- Periodic testing (at least annually).

The CORP shall include, in the event of unscheduled downtime, detail regarding restoration of availability based on severity levels.

The Contractor's CORP must address short- and long-term restoration, relocation, or replacement of resources necessary to ensure the smooth continuation of operations related to DHSS data. Such resources may include, among others, communications,

supplies, transportation, space, power and environmental controls, documentation, people, data, software, and hardware.

The Contractor’s CORP must address the rapid restoration, relocation, or replacement of resources associated with the data in the case of a disaster or other business interruption.

The Contractor must review, test and update the CORP at least annually. At a minimum, the test must include comprehensive tabletop exercises. Explain the process that must be used to review, test and update the CORP. Include the frequency with which the process must be applied.

**4.9 Disaster Recovery**

DHSS has contracted with Vital Records, Inc. as the offsite media storage contractor for backup media. DHSS contracts with Sungard Recovery Systems for cold site services. Disaster recovery tests are conducted every six months for the Biggs Data Center Environment. For systems located at the Biggs Data Center, the selected contractor is expected to review this process with IRM and DTI to ensure that it is sufficient

Additionally, if the contractor has ongoing maintenance responsibilities for the System, they will be required to participate to the extent necessary in this testing. This requirement will be detailed in the maintenance contract and will also include expected turnaround time and recovery participation in the event of an actual disaster declaration.

**4.10 Specific Project Tasks**

Contractor will be expected to address the following requirements in their proposal in detail. Emphasis is on the limited availability of DHSS staff for the project and the expectation that the contractor express in detail their understanding of their responsibilities for each of these tasks. Contractor is expected to have primary responsibility for each of these project tasks. DHSS versus contractor responsibilities must be delineated.

The Contractor’s EVV System must allow for providers to utilize the data collection and data aggregation systems for other payers (such as Medicare, other third party payers or private pay) for both Medicaid members and other individuals served by the provider. While the Contractor’s exact fee structure is unknown the table below describes the provider’s financial responsibilities in this regard as appropriate.

	<b>Medicaid Member and Medicaid Covered Service</b>	<b>Medicaid Member and Other Payer (Medicare, other Third Party Payer or Private Pay)</b>	<b>Not a Medicaid Member and Other Payer(Medicare other Third Party Payer or Private Pay)</b>
Equipment (as described below)	State Pays Contractor	State Pays Contractor	Provider Pays Contractor
Visit Transaction	State Pays Contractor	Provider Pays	Provider Pays

Fees		Contractor	Contractor
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## Data Collection

For each visit for personal care and home health services, the Contractor's EVV data collection system must, at a minimum, securely collect the following data elements:

- Identity of the DCW;
- Identity of the billing provider;
- Identity of the member receiving services;
- Date and start time of the visit;
- Date and end time of the visit;
- Location of the visit;
- Services provided (e.g., nursing, personal care);
- Tasks performed from the service plan;
- Member or member's authorized representative independent verification of services received; and
- Member or member's authorized representative independent verification of the visit.

The Contractor's EVV data collection system must provide the State flexibility to add, remove or modify the data elements subject to verification, by program and by service.

The Contractor's EVV data collection system shall use a variety of technologies and methods to collect visit data including, but not limited to, smart phones, tablets, telephony, fixed location devices and other technologies. The Contractor shall ensure that the data collection method used in the member's home or in the community is consistent with the member's or authorized representative's choice. Members and/or their authorized representative will be able to choose the data collection modality that best fits their lifestyle and the way in which they manage their care.

The Contractor's EVV data collection system must allow for the member and/or their authorized representative to delegate visit verification responsibility to another person of suitable age and discretion. The System must allow for multiple individuals to be designated and must track additions and deletions. Changes should be able to be made easily via the member's portal.

The Contractor's EVV data collection system shall be flexible, configurable and capable of verifying the delivery of services, in accordance with State guidelines, policies and manuals, including any additions or updates thereto and as operationalized across various programs. The Contractor's system must include the data collection and verification for:

- Variable staffing scenarios such as:
  - Visits to a member on a given day by multiple DCWs and/or providers;

- The same service provided to a member by more than one DCW and/or providers at the same time (i.e., 2:1 staffing ratios, consistent with State guidelines, policies and manuals, including any additions or updates thereto);
  - Multiple services provided to the member by multiple DCWs and/or providers during the same shift;
  - Multiple services provided to the member by the same DCW during the same shift;
  - Multiple visits by a single DCW and/or provider to a single member per day;
  - Visits to a member that account for living arrangements, where multiple members reside at a single address;
  - Visits to multiple members on a given day by a single DCW and/or provider;
  - Services provided to a group of members at the same location during a single visit, consistent with State guidelines, policies and manuals, including any additions or updates thereto on group visits;
  - Services provided to a member in situations in which the member and DCW reside at the same address.
- Variable locations including:
    - Services in a location other than the member's residence. This may be a routine location for service delivery (e.g., the place of employment) or occasional location for service delivery (e.g., a visit to a family member's home, grocery store);
    - Location verification needs to only occur at the beginning and ending of each shift and does not include ongoing monitoring of a members' location throughout the shift.
  - When services are intermittent or short-term such as:
    - Situations in which a member receives services that require EVV validation on a short term basis (e.g., episodic care for members receiving time limited services and supports like recovery from an acute illness/injury);
    - Situations in which a member receives services that require EVV validation intermittently throughout the year (e.g., respite services provided only a few times per year).
  - When services cross calendar days, e.g., Sunday from 10:00 pm to Monday 6:00 am.

The Contractor's EVV System must collect visit data elements when the DCW initiates the visit, including when there is a visit for a service for which there is no authorization. Each visit initiated through the EVV must be captured by the Contractor's EVV System, whether or not the visit is authorized or verified.

### **Visit Verification**

The Contractor's EVV System must apply system edits aligned with program requirements to determine whether the visit is verified. The Contractor's EVV System

edits must be configurable and flexible to change as programs, program requirements and services are added or modified. The Contractor's EVV System must permit modifications to the disposition of the edits (e.g., a message is sent, a visit is not opened, or a visit is recorded but marked "not verified").

The Contractor's EVV System must use two factor verification from the member or their authorized representative and the DCW in order for the visit to be marked as verified. The DCW's verification must occur at both the beginning and the end of the shift. The member/authorized representative must verify the service and visit duration at the end of each shift.

The Contractor's EVV System must allow for the validation of a visit to occur via a web portal. This type of verification must include two-factor verification.

The Contractor's EVV System must have the capability of collecting and storing data on a device to be uploaded to the System at a later time when connectivity is unavailable or intermittently unavailable. The Contractor's EVV System must have functionality to ensure that any data temporarily stored on device is done so in a HIPPA compliant manner.

Consistent with State policy regarding the use of paper timesheets, the Contractor's EVV System must account for (under limited circumstances) the use of paper timesheets used in conjunction with a fixed device. The EVV System must have the capability to manually enter and upload visit information from a paper timesheet.

As part of the visit verification process, the Contractor's EVV System must include the specific list of tasks performed and/or the member specific habilitation goals being worked on during the visit. Information regarding specific tasks/goals shall be obtained through an interface with existing services plans or via a manual upload by the provider.

Consistent with State guidelines, policies and manuals, including any additions or updates thereto on verification requirements, the Contractor's System shall include an exceptions process for visit verification when the member is unable to do so and the authorized representative is not present, including scenarios when one DCW is handing off care to another DCW. The Contractor's EVV System must:

- Provide flexible solutions for circumstances where a visit starts and/or ends away from the member's place of residence; and
- Offer an option for an authorized representative to validate a visit remotely, preferably via a text alert or mobile application that includes a date/time stamp and GPS ping (as appropriate). Authorized representative would be required to respond within a timeframe established by the State.
- Offer an option for a member and/or authorized representative to validate the visit through a member portal at a later time after the completion of the visit.
- Offer a solution when a member and/or their authorized representative who is usually able to verify visits are temporarily incapacitated and unable to do so.
- Offer a solution when the DCW and the authorized representative are the same person.
- Any modifications made to a visit require authentication by the member and/or authorized representative and the provider. The member/authorized representative

must verify the service and visit duration at the end of each shift. The worker's verification must occur at both the beginning and the end of the shift. Modifications to a visit shall be easily made via the member portal.

- The EVV System must maintain an appropriate audit trail of all visit transactions.
- The documentation of exceptions should be consistent with CMS requirements for addendums to records. Changes as a result of the exceptions process are considered an addendum to the record and do not change the original records.

The Contractor's EVV System must have the ability to indicate if visits were validated at the time of the visit or at a later time.

The Contractor shall offer a variety of methods by which the DCW, member and/or their authorized representative may validate a visit including but not limited to electronic signature, voice recognition or other biometrics. All use of electronic signatures must meet the requirements set forth in State rules and guidance found in the Delaware State-Wide Information Technology and Architecture Standards for Electronic Signatures:

<https://dti.delaware.gov/pdfs/pp/ElectronicSignature.pdf>

as well as Chapter 12A. Uniform Electronic Transactions Act:

<http://delcode.delaware.gov/title6/c012a/index.shtml>.

## Alerts

The Contractor's EVV System must send near real time (within 3 seconds 99% of the time) alerts to identified parties including authorized representative, case manager, provider, and MCO, when a visit is not opened at the scheduled time and multi-level escalating alerts of late and missed visits. Please note that the State recognizes that the System may be able to send an alert within a specific period of time but there is no guarantee that it will be received within a specific period of time due to reliance on internet hardware that is outside the control of the Contractor and the State. The Contractor's EVV System must allow for different definitions - down to the member level - of pending, late and missed visits by program and/or service, consistent with State guidelines, policies and manuals, including any additions or updates thereto that reflects the member's or responsible parties' preferences. The State and/or the member or their authorized representative shall establish through the member portal:

- A tolerance level before a visit is recorded as "missed." The tolerance level may vary by program and/or service and may be established by the member and/or authorized representative as specified by State guidelines, policies and manuals, including any additions or updates thereto. The default tolerance level for members and/or responsible parties who do not establish one is 15 minutes;
- The schedule for the frequency for alerts. The timing and frequency may vary by program and/or service;
- The recipients of alerts. The recipients may vary by program, service and/or recipient of the alert;
- The timeframe for which they prefer a backup caregiver to be sent. The default for members and/or responsible parties who do not choose is two hours.

The Contractor's EVV System shall have the flexibility for members and/or their authorized representative to make changes to their individual preferences for the alerts described above.

The Contractor's EVV System must provide functionality to alert the DCW and/or provider indicating a possible problem; for example, the DCW forgot to sign in/out or member forgot to validate visit with visit verification. The functionality must be configurable and flexible so that the timing, content and the recipients of the messages can be specified and modified. The Contractor's EVV System must accommodate the variability of message parameters, which are subject to change over the course of the contract.

### **Manual Visit Verification**

The Contractor's EVV System must provide a way for capturing manual visit verification in instances where the electronic verification data is not captured but the service was otherwise provided. This could include use of a fixed device with a paper timesheet under limited circumstances as prescribed by State guidelines, policies and manuals, including any additions or updates thereto.

The Contractor's EVV System must allow for the uploading of paper timesheets and other documents and must accept all recognized electronic document formats.

The Contractor's EVV System must maintain a record (audit trail) for any manual verification. For each manual verification, the EVV must store the information entered, the person entering the information, the billing provider, the member receiving services, the date and time of the visit, the reason for the manual verification, the date and time of the manual verification and the names of the member/family member and DCW who validated the visit.

The Contractor's EVV must be configurable and allow defining and limiting the circumstances when a manual verification is permissible. This may include, but is not limited to, the information that can be entered through the manual verification process, the frequency of manual verifications by provider, and the frequency of manual verifications for services performed by a specific DCW. Manual verification parameters may vary between programs and services.

The Contractor's manual visit verification process must be adaptable to changes in program requirements throughout the contract period. The Contractor must require providers to attest to the presence of hard copy documentation for any manual visit verification, manage retroactive service plan changes for specific services and/or programs and create/maintain an audit trail.

The manual visit verification should have flexibility to manage retroactive service authorization changes. Functionality regarding service authorization changes should be flexible and configurable. The State must have the ability to allow or not allow retroactive service authorization changes.

### **Scheduling Module**

The Contractor 's EVV System shall include a scheduling module accessible to members/authorized representative and providers, allowing providers and members including, but not limited to, members who use a self-directed option, to use the EVV System to schedule DCW visits. The Contractor's scheduling model shall permit flexibility in scheduling visits (e.g., adjusting scheduled service visit start times) and be designed to reduce member, provider agencies and DCW/staff burden.

### **EVV Equipment**

The Contractor shall purchase and maintain and must be considered the owner of all equipment needed for the EVV System during the installation, customization (as applicable), implementation, and ongoing operations.

The equipment and other System specifications in this Contract are minimum requirements. The Contractor may include features, equipment, or other elements in excess of the minimum requirements, subject to State review and approval.

The Contractor shall provide a data collection device (device) used to securely collect an independent verification of each service subject to EVV. The device provided must be based on member or authorized representative preference for each member receiving services subject to EVV consistent with the availability of broadband connectivity in the area where the member resides. The device may be in the control of the member or authorized representative or provider depending on the member or authorized representative preference and the type of device selected. The device must be intuitive and easily used by members who range in their familiarity with smart phones, tablets and other mobile devices, or other technologies including members, family, authorized representative or provider with no familiarity.

The Contractor's device must capture all identified data elements in Section 2.2.

All data collection devices must be encrypted and must:

- Utilize a secure log in process with unique user identification;
- Serve as a device to facilitate data transfer and not store any member data; and
- Automatically log out the user after a set period of inactivity, as determined by the State.

The device must capture point-in-time location data. The Contractor's device may use GPS technology solely for the purpose of accurately identifying the location of the user each time the data is entered into the device (i.e., at the beginning and the end of each shift). It is the member and/or authorized representative's choice as to whether or not to use this technology feature. The Contractor's device must include the ability to turn the GPS feature off and on, distinguish between GPS tracking and ping mode and include a feature that alerts the member that GPS is activated.

The Contractor's device shall include features necessary to verify visits and other activities as prescribed by the State. Any features, such as cameras, games, etc. available on the device not used directly for visit verification or for purposes specified by the State shall be turned off or inoperable.

The Contractor's device must be accessible for members with physical disabilities and visual/hearing impairments and satisfy the requirements of the Americans with Disabilities Act. If necessary to meet a member's needs, the Contractor must propose and provide the member an alternative device providing accessible EVV technology. Modifications or enhancements to EVV devices to afford members with disabilities an equal opportunity to access and utilize the EVV System shall be the responsibility of the Contractor and at no cost to the member.

The Contractor's device must be accessible to members who have special communication needs. The device's communications shall use language that is easily understood and in alternative formats based upon the special needs of the member. The Contractor must provide devices for members with Limited English Proficiency (LEP), available to members in all prevalent non-English languages spoken for each geographic service area. The Contractor must provide an independent verification of the accuracy of all translations made pursuant to this section to the State.

The Contractor's device will accommodate at least those languages the State is required to accommodate pursuant to 45 CFR Section 80.3(b)(2), in a reading level equivalent to sixth grade. Currently those languages are English and Spanish.

The State's obligations pursuant to 45 CFR Section 80.3(b)(2) may change over the life of the contract. It is the responsibility of the Contractor to make any necessary modifications to the EVV System to comply with any changes in the languages that must be accommodated over the life of the contract.

The Contractor will provide an independent verification of the accuracy of all translations made pursuant to this section to the State.

The Contractor shall make any necessary modifications to the EVV equipment and System to comply with any changes in the non-English languages that must be accommodated over the life of the contract.

### **Equipment Installation**

The Contractor is responsible for installing devices as needed to verify services, in the member's home, for members receiving Medicaid covered services subject to EVV.

The Contractor will ensure that all personnel or contractors entering a member's home to install an EVV device have satisfied the background check requirements set forth by the State. The Contractor will maintain copies of background checks for all personnel or contractors installing EVV devices and provide the background checks to the State upon request.

Personnel or contractors entering a member's home for installation of EVV devices will be bonded and insured. The Contractor will provide written documentation to the State upon request. Personnel or contractors entering a member's home for installation should display photo identification.

The Contractor shall install and/or deliver devices for all impacted members no later than thirty days prior to the date of the EVV System implementation. Thereafter, for members newly receiving services that require EVV, the Contractor shall install and/or deliver the

device within 48 hours of notification by service provider agency. The Contractor shall develop a process by which provider agencies notify the Contractor of new members who require EVV devices and the type of device requested.

For members with installed devices who change their place of residence, the Contractor must install a device in the new place of residence within 48 hours of the later of the date the Contractor receives notification of the change in place of residence, or the date the change in residence takes place.

During the course of the Contract, the State may expand the programs or services that are subject to EVV. For those programs or services that are newly subject to EVV, the Contractor must install the devices of all impacted members no later than fourteen days prior to the date the EVV System is implemented for the service or program. The State and the Contractor may mutually agree to an alternative timeframe for the installation of added programs and services.

The Contractor must ensure the recovery and/or retrieval of devices from members who discontinue services that require EVV, leave the program or relocate their personal residences, or in cases where the device is controlled by the provider, when the DCW/provider agency to whom it is assigned is no longer employed or the agency is no longer providing services to the member. The Contractor shall develop a written policy and procedure, subject to State approval, for the recovery of devices. The written policy and procedure shall describe:

- The method by which the Contractor will inform members about the Contractor's device recovery/retrieval process and members' responsibilities;
- The process and timelines for device retrieval and alternative methods that must be available to meet the unique needs of members;
- If retrieved devices will be used for other members, how the Contractor will ensure that no information related to the prior member remains on the device; and
- How retrieved devices will be refurbished/cleaned for future use.

### **Equipment Repair and Replacement**

The Contractor is responsible for maintaining EVV devices in good working order and for standard maintenance, software/firmware/version updates, device upgrades, repairs and replacements.

The Contractor must repair or replace EVV devices, as necessary, within 24 hours of receiving notification of lost or stolen equipment, or the need for device repair or replacement.

The Contractor shall develop a written policy and procedure, subject to State approval, for the repair or replacement of devices. The policy and procedure shall include a clear and easy to follow process to report lost or stolen equipment and devices that require repair or replacement. The policy must indicate whether retrieved devices will be placed in the homes of other members and must explain in detail what steps will be taken to ensure no information related to the prior member remains on the device.

The Contractor must ensure that members, DCWs, case managers, providers, MCO staff, State staff and their designees have a clear understanding of the process used to report a device that is lost, stolen or needs repair or replacement.

The Contractor must provide a detailed report of repairs and replacements to the State in the Operational Monthly Report described in Section 4.12.13.

### **EVV System Capabilities**

The Contractor's EVV System must have the following capabilities:

- Configurable to meet specific program and service requirements with different policies, procedures and business rules, all of which are subject to change during the Contract period;
- Able to distinguish between services which are mandatorily required per the Cures Act to be validated vs optional services added upon request by the state.
- Capacity to accommodate members who do not have cell phone, connectivity, Wi-Fi, a landline or electricity along with the use of paper time sheets.
- Accommodate members receiving services subject to EVV who may move frequently, such as children in the foster care system;
- Flexibility for members to have multiple responsible parties or designees who can verify a visit and to change authorized representative/designees as needed;
- Adaptability to add or remove populations, services and programs subject to EVV, as specified by the State;
- Ability to receive provider and member data transfers from IT systems operated by the State or its designees at a frequency and in a format determined by the State. The frequency must not be less often than daily;
- Ability to receive information in batch and individual transactions;
- Assign unique user identification. Each user must receive their unique user identification no later than the date when he/she completes the initial System training.
- Include a mechanism for recording specific access by users of the System to confidential personal information (CPI) contained within the System. The mechanism must record the following data elements and allow a user to search this log for matching criteria to discern what was accessed:
  - User Name
  - Date of Access
  - Time of Access
  - Name of Member (First and Last) whose CPI was accessed
  - Name of computer system used to access CPI
  - Query/Transaction used

The Contractor must have a detailed process to modify, add and delete user role definitions over the life of the contract.

The EVV System must be capable of collecting and storing data offline during any downtime, such as regularly, scheduled maintenance.

The Contractor must transfer data stored in the EVV System to the State in a manner

and frequency determined by the State.

The Contractor shall provide regular updates to the State on EVV System changes that are being implemented by the Contractor in other states for purposes of informing the State of potential System improvement opportunities, including technology advancements, for State consideration.

The EVV System shall include functionality that allows the State to conduct surveys including member satisfaction surveys via the EVV System. The system shall allow for maximum flexibility in the design, dissemination and collection of surveys and survey data.

The contractor's EVV System shall work across different web browsers (Internet Explorer, Chrome, Firefox, Safari, etc.) and be available in both mobile and desktop applications.

### **Data Aggregation**

The Contractor's EVV System must include a data aggregation module to collect and process data from the Contractor's EVV data collection module as well as approved alternate data collection systems that DMMA providers may be currently using, in near real time (within 3 seconds 99% of the time) in accordance with the technical requirements.

The Contractor's Data Aggregation Module must process data collected, including verifying visits against service authorizations. A minimum data set must be established that may vary by service/program.

The Contractor's System must be capable of collecting EVV location of visit data from both the GPS solution and any alternative location verification methods to verify the location of the visit.

The Contractor's EVV data aggregation component must send each provider a report showing verified visits by the billing provider no less frequently than once each day. The report must be available in a variety of formats including, but not limited to electronically, PDF, Excel and CSV.

The Contractor's EVV data aggregation component must send each provider a report showing the visits that were not verified no less frequently than once each day. The report must be available in a variety of formats including, but not limited to electronically, PDF, Excel and CSV.

The Contractor's EVV System must compile information from multiple data collection components and calculate total daily and weekly hours worked by DCW and aggregate hours across payers, programs, providers and members receiving services subject to EVV.

The data aggregation component of the Contractor's EVV System must receive data from both the data collection component of the EVV System and data collection systems

of qualifying systems in near real time (within 3 seconds 99% of the time). The data aggregation component must also communicate with specified case management systems operated by State contracted health plans.

The Contractor's data aggregation module must process the information collected.

The Contractor's data aggregation component must include an exceptions process that is available through a variety of means, including a web-based application.

### **Aggregation from Alternative Data Collection Systems**

The Contractor must develop requirements, with final approval by the State, for alternate data collection systems that must feed into the data aggregation module. The requirements should be specific and assure near real time (within 3 seconds 99% of the time) communication as well as identify any distinctions between the requirements for alternate data collection systems utilized by Medicaid providers and those utilized by Medicaid Managed Care Organizations.

The Contractor must test and approve alternate data collection systems proposed by Medicaid providers and Medicaid managed care organizations through an unbiased and conflict free process that is approved by the State. The Contractor must make the State aware of any potential conflicts of interest in performing these functions.

On an on-going basis, the Contractor must assess providers' legacy systems for compliance with specified State requirements and assure that as requirements change, providers update their systems as appropriate.

### **Claims Processing**

The Contractor's EVV System must offer functionality to provide information to the State and the MCOs' claims payment systems for purposes of post payment review after claims processing through both individual and batch processing including detailed information about validated and non-validated visits. The Contractor's EVV data aggregation component must accept individual claim and/or batch inquiries from the claims systems based on member name, billing provider, name, date and time of service delivery.

The Contractor will be held accountable for and must reimburse DHSS for any claims paid as a result of any error on the Contractor's part, which exceed or do not comport with the service limitations or prior authorized amount.

### **Service Plan**

The Contractor's EVV System shall have a module to capture and store details of a member's service plan or physician's orders for home health services, including the specific tasks to be performed by the DCW based upon the agreed schedule between the member or their authorized representative and the service provider.

## 4.11 Project Deliverables

### 4.11.1 Deliverable Review Process

Each document deliverable must be delivered in soft copy to the DHSS Project Director. Application module deliverables will be delivered and installed by technical staff as agreed to by DHSS. DHSS staff time is limited on this project especially for deliverable review. The project plan must include sufficient time for serial deliverable review. The Contractor must include at least ten (10) business days, per deliverable, in the project plan for DHSS staff to complete a review and to document their findings. Based on the review findings, DHSS may grant approval, reject portions of or reject the complete document or request that specific revisions be applied. DHSS may also request in writing a short extension to the review timeframe until a specified date. The Contractor shall have five (5) business days to revise the document as requested by DHSS. DHSS shall have three (3) business days for subsequent reviews as necessary. These review timeframes may be modified as necessary for a specific deliverable (i.e. complex deliverables may require greater review time) but must not adversely affect the critical path in the baseline project plan. Review timeframe modification requests must be made in writing by either DHSS or Contractor staff to the Project Director. These requests will be approved or rejected at the sole discretion of the Project Director.

For solutions hosted at the Biggs Data Center, specifically for each application module deliverable, the source code (or executable in the case of COTS products) will be delivered to DHSS. The Contractor is responsible for installation in the specified test environment with the assistance of DHSS technical staff. The Contractor is responsible for ensuring that each module deliverable can be tested by DHSS staff.

Both document and application module deliverables will be reviewed by DHSS and will require formal approval from the Project Director, Technical Manager and Functional Manager prior to milestone approval and invoicing. Formal approval of a deliverable constitutes DHSS approval of the final version. Both types of deliverables will be accompanied by a Deliverable Acceptance Request (DAR) – see Exhibit I. The goal for the deliverable review process is to complete the review in a maximum of two (2) cycles. However, review will need to extend beyond the second cycle if a deliverable still has defects.

1. In the case of any discrepancy between any deliverable and the RTM, the controlling document shall be the RTM.
2. In the case of any contradiction between deliverables, the contradiction shall be resolved at the sole discretion of DHSS.

**NOTE: Deliverables will be reviewed by DHSS in a sequential manner. A deliverable will not be accepted for review until the preceding deliverable has**

been approved. This provision does not prohibit the Contractor from working on multiple deliverables at the same time.

#### 4.11.2 Project Deliverables by Phase

Project deliverables are as follows. Milestones are indicated with the Mn designation.

	<b>Project Deliverables &amp; Milestones (M1-6)</b>
<b>Phase 1</b>	<b>Deliverable: Baseline Project Plan</b>
	<b>Deliverable: Document Templates</b>
	Approval of Phase 1 <b>(M1)</b>
<b>Phase 2</b>	<b>Deliverable: Requirements Traceability Matrix (RTM)</b>
	<b>Deliverable: Business Requirements Document (BRD)</b>
	<b>Deliverable: Design Specifications Document (DSD)</b>
	Approval of Phase 2 <b>(M2)</b>
<b>Phase 3</b>	<b>Deliverable: Communications Plan</b>
	<b>Deliverable: Test Plan</b>
	<b>Deliverable: Training Plan</b>
	<b>Deliverable: Implementation Plan</b>
	Approval of Phase 3 <b>(M3)</b>
<b>Phase 4</b>	<b>Deliverable: Completed SIT</b>
	<b>Deliverable: Completed Training Prior to Go-Live</b>
	<b>Deliverable: Completed UAT</b>
	<b>Deliverable: CMS Certification</b>
	Approval of Phase 4 <b>(M4)</b>
<b>Phase 5</b>	<b>Deliverable: Production System Acceptance</b>
	Approval of Phase 5 <b>(M5)</b>
<b>Phase 6</b>	<b>Deliverable: Conclusion of Warranty</b>
	Approval of Phase 6 <b>(M6)</b>

Except for the initial and final project phases above, Contractor may propose a different sequence of phases and deliverables. Schedule E1 of Exhibit E (Project Cost Forms) must reflect this different sequence.

##### 4.11.2.1 Phase 1

This phase is the kickoff of the project where the overall project planning, project management and schedule are agreed to and the ground rules and expectations are set. In Phase 1, all deliverable documentation will be initially introduced in an "Outline and Sample Contents" template submitted by the contractor. DHSS staff will approve each template. These templates may also be subject to federal review as well. Each deliverable will follow its respective approved template design.

The deliverables in this phase are:

**Deliverable: Baseline Project Plan**

This mandatory deliverable is the first update of the project plan submitted with the proposal of the selected Contractor. See Section 6.2.4 for a description of this deliverable.

The project plan is a living document and must be updated at the same interval as the status reports throughout the project to reflect actual project status and timelines. DHSS must approve any change that results in the change of a milestone date.

**Deliverable: Document Templates**

This is a mandatory deliverable. Contractor must work with DHSS staff to design templates for each subsequent document deliverable including but not limited to requirement documents, detailed design documents, training plans, testing plans, status reports, issues tracking, executive meeting summaries and other project documents. These template designs are critical to ensuring that the deliverables and other project documents are in a format agreed to by all parties. Each template must be separately approved by DHSS. Each deliverable document will be submitted in the agreed upon template format.

A section of this document shall include the deliverable review process agreed to by DHSS and Contractor. This can be a restatement of Section 4.12.1 of this RFP or if the stated RFP process has been modified in any way, it must be documented in this deliverable.

With formal DHSS approval of all deliverables in this phase, the milestone payment (M1) minus 20% holdback may be invoiced.

**4.11.2.2 Phase 2**

**Deliverable: Requirements Traceability Matrix (RTM)**

This is a mandatory deliverable. Tracing forward, it is a matrix tracing the business requirements through detailed design, test scripts for SIT and UAT and the verification scenarios used to prove out the functionality of the implemented System. Tracing backward, it can be used for issue analysis and defect tracing. This is a living document that is updated as the project proceeds through its different phases.

**Deliverable: Business Requirements Document (BRD)**

This is a mandatory deliverable. This document consolidates the business requirements agreed upon from a series of requirements gathering sessions hosted by the Contractor. These are English-language requirements that serve as the basis for the RTM and may include as-is, to-be and gap analysis as part of a business re-engineering task. This is an important consideration especially with a COTS or System transfer where the business process will be updated to reflect the process flows within the new System. Each requirement must be numbered for mapping in the RTM. This document will also include a logical data model and process flow diagrams. This document may also include high-level screen designs.

**Deliverable: Design Specifications Document (DSD)**

This is a mandatory deliverable. This document is based on the approved FRD and specifies a detailed System design which may include screen designs, System flow diagrams, database design, physical data model, ERD (as applicable), code table values, database scripts, rules engine scripts (as applicable), coding design templates (as applicable), hardware and software specification lists including procurement and out-year costs, architecture diagram(s) and other System specifications as agreed upon.

With formal DHSS approval of all deliverables in this phase, the milestone payment (M2) minus 20% holdback may be invoiced.

**4.11.2.3 Phase 3****Deliverable: Communications Plan**

This is a mandatory deliverable. This is a plan for effective and efficient communications across the project team. This includes stakeholders, business partners and the public if this is a public facing application. The plan, which is subject to State review and approval, must comprehensively identify the Contractor's outreach and education strategies throughout the EVV Project implementation and term of the Contract.

The Contractor's Communication Plan must address the outreach and communications to stakeholders, including DMMA and its State partners, contracted MCOs, members/families, providers, DCWs and other interested parties. The Contractor's Communication Plan must cover:

- Key planned stakeholder communications through the program development and implementation;
- System user education related to the purpose and use of EVV System, including:
  - Training
  - Device Installation, Repair and Replacement Process
  - Issue Resolution Process
  - Availability of Online and Telephonic User Support;
- Notifications to users of System downtime due to System updates and scheduled maintenance;
- Identification of roles and tools for members, providers, MCOs and the State to use to supplement member and stakeholder educational activities performed by the Contractor. The Contractor's Communication Plan must include the key message, targeted audience for the communication, the communication method(s) or format(s) to be used, and the timing and frequency of the communication.

The Contractor must work with the State on "branding" the EVV System (including a logo) and must develop and maintain a website where all communication and educational tools and other pertinent EVV information will be posted.

**Deliverable: Test Plan**

This is a mandatory deliverable. This is a plan for testing of developed code in each of the environments (Unit, SIT, UAT and Production). It must include a section on reporting System issues, analysis and identification of defect, assignment of severity level, defect

remediation and regression testing. This must also identify the mechanism for tracking issues and defects over time. The Test Plan must describe the approval process for code promotion from SIT to UAT and from UAT to Production.

The Contractor is responsible for providing UAT test scripts along with each application module deliverable.

**Deliverable: Training Plan**

This is a mandatory deliverable. This is a plan for training of staff involved in UAT plus training of State staff, members, families, providers, MCO staff and others as identified by the State for implementation. It will identify the type of training (I.e. train the trainer vs. train all and UAT training). It must include a Resource Allocation Matrix, which is a schedule showing staff name, training type/class name, dates and times. It must also include a mechanism for surveying the effectiveness of the training.

The Contractor must provide user training consistent with the requirements below. Training and user manuals must use language that is easy to understand and shall be available in alternative formats based upon the individual needs of the member and consistent with requirements of the Americans with Disabilities Act. The Contractor's written training materials must also be available in English and Spanish.

Training must include information designed to inform the member, family, provider staff and DCW(s) about the benefits and purpose of the System; the choices of data collection modalities, the methods by which the member and family uses each modality to validate visits: the considerations for members and families in choosing a data collection modality, as well as information on how providers may best support members/families in making these decisions; any risks associated with the use or misuse of the equipment; individual responsibilities in using the equipment; the extent to which data will be collected, reviewed, shared and stored; privacy practices; equipment repair and replacement procedures and the contact information to request repairs and/or replace equipment; issue resolution process to resolve concerns that might arise from the use of the System; and an affirmation that no charges will be assigned by the Contractor, provider or other party associated with the installation, use, repair or replacement of equipment or EVV service to the member and/or family.

The Contractor shall provide initial and on-going training. On-going training shall be based upon trends in user System support needs or identified issues. The Contractor shall provide training necessary to support new functionality and/or major software releases that materially change the user interaction.

The Contractor shall provide EVV System training to a core group of State users, as identified by the State, prior to the user acceptance test. The training shall include detailed information about the Contractor's System development methodology. The Contractor shall provide technical training to agency project resources and designated Contractors to develop an understanding of how to monitor the System using available tools and dashboards while leveraging technical and functional documentation and/or reports.

The Contractor shall provide comprehensive EVV System training to users at least 90 days prior to EVV System implementation. The Contractor shall also provide the training

for users added after the EVV System has been implemented and 90 days prior to major System updates during the course of the Contract term.

The Contractor shall prepare a training plan consistent with federal guidance (<https://www.medicaid.gov/federal-policy-guidance/downloads/cib051618.pdf>) and a schedule for user training that includes a cycle of training similar to that contained in the federal guidance on EVV training. The training plan must address the Contractor's approach, methods, tools, and techniques for user and systems documentation and training. The Contractor's training plan, curriculum and schedule is subject to approval by the State. The Contractor's training plan must address both the training to support the initial implementation of the EVV System, as well as the training activities throughout the term of the Contract.

The Contractor's training shall be customized to meet the specific training needs of each type of user (e.g., state agency, payer, case manager, MCO, provider oversight, provider, DCW, and member/responsible person).

The Contractor shall submit training materials to the State for review and approval at least 45 days prior to the date of the first training session. Modifications to approved training materials require State approval prior to dissemination.

The Contractor shall offer and provide user training through a variety of mediums, including, but not limited to, in-person, on-line, guided webinar and recorded webinar. For in-person training, the Contractor must provide training in locations throughout the state.

The Contractor shall maintain and update the training environment with training data to use during user training.

The Contractor shall provide written training materials for both in person and web-based training options. The Contractor shall provide courses as necessary to meet the needs of System users.

The Contractor shall maintain a record of individuals who have completed training. Documentation shall include the name of the individual trained, the date of training, the specific training completed (e.g., for what type of user), and whether the training was in-person or web-based. Training records must be provided to the State or its designee upon request. This information shall be made available in dashboard form to the State, MCOs and others as appropriate.

The Contractor shall make information about status of the completion training electronically available at the member, provider, MCO and State levels.

### **Deliverable: Implementation Plan**

This is a mandatory deliverable. This is the plan for the events leading up to and including implementation. It must include a readiness checklist and a step-by step schedule and decision points for the actual process. This will include a go/no-go decision process and the responsible parties. This will also include the acceptance criteria for the formal DHSS approval of the implemented System.

With formal DHSS approval of all deliverables in this phase, the milestone payment (M3) minus 20% holdback may be invoiced.

#### **4.11.2.4 Phase 4**

##### **Deliverable: Completed SIT**

This deliverable consists of formal DHSS approval of System Integration Testing as outlined in the Test Plan.

##### **Deliverable: Completed Training Prior to Go Live**

This deliverable consists of formal DHSS approval of Training prior to go-live as outlined in the Training Plan. This will include a training effectiveness survey conducted towards the conclusion of training that will make recommendations on post go-live training.

##### **Deliverable: Completed UAT**

This deliverable consists of formal DHSS approval of User Acceptance Testing as outlined in the Test Plan.

##### **Deliverable: CMS Certification**

While final guidance around certification of EVV systems by CMS has yet to be issued ultimately the State believes the Contractor's EVV System must be CMS certified. As such, the Contractor shall work with DHSS and with the Independent Verification and Validation (IV & V) Contractor to achieve this certification.

With formal DHSS approval of all deliverables in this phase, the milestone payment (M4) minus 20% holdback may be invoiced.

#### **4.11.2.5 Phase 5**

##### **Deliverable: Production System Acceptance**

This deliverable consists of formal DHSS approval of the implemented production System that functions according to the approved design.

#### **4.11.2.6 Phase 6**

##### **Deliverable: Conclusion of Warranty**

The Contractor will supply one year of warranty support after formal DHSS approval of the implemented System. The first two months of warranty support will be on-site if the solution is locally hosted. The warranty timeframe provides for issue resolution, bug fixes and System functionality problems with the new System. This support is included in the firm fixed price.

All issues identified during the warranty timeframe will be documented and vetted to determine if they are project defects traceable to agreed-upon System functionality. The Contractor will resolve these project defects at no charge to DHSS. A prioritized list of warranty defects will be maintained until all are resolved. Unresolved defects may be removed from this list only by agreement by DHSS. Non-warranty defects or change

requests outside of project scope will be maintained on a prioritized M&O change list. Any defects identified after the warranty timeframe will be maintained on the prioritized M&O change list.

The Contractor will deliver an Implementation/Warranty Closeout Report two weeks prior to the conclusion of the warranty timeframe that discusses overall System health, user satisfaction, on-going issues and challenges and recommendations for future changes/enhancements.

With formal DHSS approval of all deliverables in this phase, the milestone payment (M6) may be invoiced. The total M6 payment is the sum total of the holdbacks from milestone payments M1 thru M5. See section 7.2 for details on project payments.

#### **4.12 Project Expectations**

Contractor will be expected to address the following requirements in detail. Emphasis is on the limited availability of DHSS staff for this project and the expectation that the contractor express in detail their understanding of their responsibilities in the areas of Customization/Development, Implementation, Warranty, Training, and Deliverables.

##### **4.12.1 Site Requirements**

For DHSS-hosted solutions, the application and database infrastructure and platforms must be located at the Biggs Data Center on the DHSS Herman Holloway Sr. Health & Social Services Campus in New Castle, Delaware.

DHSS prefers the use of web browser based applications and given the option between browser-based applications and other types of applications, will select the browser-based solution.

DHSS prefers to purchase third party hardware and software directly unless there is significant advantage to DHSS in having the hardware/software as Contractor deliverables. In either case, all software licenses must be in the name of DHSS and must provide for separate development, test and production environments.

#### **DHSS Hosted Solutions**

Contractors will address the following only if all or parts of the application will be housed at the Biggs Data Center. This includes components installed on DHSS workstations or servers.

For DHSS hosted solutions the following separate, isolated regions – in addition to the production region – are required for ongoing maintenance and System enhancements.

At a minimum:

- Unit test/Sand box (developers only)
- Integration test (developers only)
- UAT – prod sized (users only)

Optional development environments:

- A development region for major System enhancement projects
- A development region for ongoing maintenance

- A testing region where business analysts can regression test major Systems enhancements
- A training region

When a web browser based solution is not available, DHSS runs all "thick client" applications (sometimes referred to as "client/server applications") on the Citrix XenApp/Metaframe platform. Contractor proposing such applications must ensure full Citrix XenApp/Metaframe compatibility. DHSS has infrastructure in place to present Citrix based applications to internal network users and/or external users via the Internet.

Any remote access by Contractor will be accomplished through the use of SSL VPN. If Contractor expects or requires remote access for proper implementation and/or support of their solution, the proposal must detail the exact nature of the remote access required and why it cannot be accomplished through other means. Contractor should note that under no circumstances is "remote control" of user desktops ever allowed and the State of Delaware firewall will block such access. Remote access to DHSS servers can only be permitted if the server resides within a DHSS/DTI DMZ. SSL/VPN must be used.

If the Contractor will use any third party products during the course of this project, such products must be approved in writing by DHSS prior to their use. In order to receive such approval, the Contractor is required to submit a list of the products, the number of licenses that will be procured (if applicable), and a description of how the product will be used. The description must include whether the product is only required for customization/development or whether it would be required for ongoing support/maintenance. Each product must also have an outline as to its initial and ongoing costs (including, but not limited to, licensing, maintenance, support, run time licensing versus developer licensing, and so on). Approval of third party products is ultimately at the discretion of DHSS. **Note:** Because of potential liability and support issues, open source products may only be proposed for this project if they are fully supported and insured by the Contractor. If proposing open source software, Contractor will also propose alternate fully supported software serving the same/similar function(s).

Any software purchased or developed for DHSS must be an appropriate fit into the DHSS IT Environment as described in the DHSS Information Technology Environment Standards. Contractor will describe how their proposal's components are consistent with the current environment. Contractor may propose solutions that are not consistent with the current environment but in that case must include a detailed analysis of how their solution's requirements will be integrated into the existing DHSS IT Environment (including, but not limited to, purchases required, set up requirements and so on). DHSS wishes to leverage the existing infrastructure at the Biggs Data Center to the extent possible. Contractor will describe how their System will take advantage of the existing infrastructure. All proposals (and/or their attendant integration suggestions) will be evaluated for their fit into the current environment. Utilization of this infrastructure will be a factor in proposal evaluation.

In addition to the required environments listed above, additional staging areas may be proposed at the discretion of the contractor. Contractor will address how each of these environments will be set up and utilized. These environments will be maintained for the life of the System. Proposals must provide for adequate ongoing licenses to maintain each environment.

## **Remotely Hosted Solutions**

For remotely hosted solutions the following separate, isolated regions – in addition to the production region – are minimally required for ongoing maintenance and System enhancements:

- A development region for ongoing maintenance
- A prod-sized Model Office UAT region
- Training Region
- Production Region

### **4.12.2 Environment Responsibilities**

Contractor will propose which party (DHSS or contractor) will have responsibility for each of the following environments. For remotely hosted solutions, the contractor will normally assume full responsibility for each environment. Responsibility for DHSS hosted solutions are usually shared but must be clearly documented in the contract. For DHSS hosted solutions that will be maintained by the contractor, contractor is expected to maintain all regions under the direction of IRM.

### **4.12.3 Unit Testing**

This is a developer-controlled region where developers directly test created or modified modules. Users will not have access to this environment. It is considered dynamic and unstable. Backup and restoration is at the option of the contractor. IRM should only be involved with this environment if it is locally hosted.

### **4.12.4 System Integration Testing**

This is a developer-controlled region where developers directly test functional areas of the application comprising one or modules. Developers will create test scripts. Users will not have access to this environment. This environment should be backed up. If this environment is locally hosted, IRM should be consulted for large-scale batch runs that could affect other systems. To the extent possible, the Contractor should run the UAT scenarios in the SIT region so that defects are remediated prior to migration to UAT. For locally hosted solutions, Contractor will be expected to configure a local SIT environment for testing prior to migration to UAT. Migration to UAT can only be scheduled after DHSS has formally approved SIT test results.

### **4.12.5 User Acceptance Testing (UAT)**

System users directly test functional areas of the application as a precursor to production migration. This region is maintained by the Contractor. Testing will be scripted. This environment must be backed up and be fully recoverable. The environment must be architected and sized as a production copy. Converted production data will be used to populate the database. If this environment is locally hosted, IRM may or may not be involved in its maintenance. The Contractor must provide all UAT results to DHSS for review.

Each system module will undergo UAT by DHSS prior to production implementation. DHSS and Contractor are jointly responsible for developing UAT test scenarios. However, DHSS is not limited to these scenarios and will test all aspects of deliverables. The locations for UAT DHSS staff will be at DHSS' discretion. Acceptance criteria for approval will be documented and based upon the RTM. Additional acceptance criteria beyond what is specified in the RTM may be specified by DHSS, documented and

agreed to prior to the start of UAT. Contractor cannot be held responsible for criteria that are not properly documented. Upon formal DHSS approval of all UAT scenarios in a module, it may be scheduled for migration into the production environment. For a locally hosted UAT environment, IRM will be involved as necessary in these migrations.

As a necessary part of UAT, end-to-end regression testing will be conducted by DHSS. This testing must be completed and the results approved by DHSS prior to production implementation.

As UAT is a responsibility of DHSS, Contractor is prohibited from participating in the UAT process except for readiness activities such as data refresh and running any batch jobs associated with the testing. Contractor will not be involved in the evaluation of the testing results or in the actual approval process.

#### **4.12.6 Production Implementation**

Prior to implementation, the Contractor will produce an implementation plan document to be reviewed and approved by DHSS. This document will contain a schedule listing pre through post implementation tasks, start & end dates/times, and responsible parties. The plan must address backup and recovery strategies along with periodic checkpoints to hasten recovery and restarts if needed. The document will list all primary participants along with backups, their email addresses and at least two phone numbers for each. Escalation procedures must be addressed as well. Actual implementation may be scheduled following DHSS approval of this document.

#### **4.12.7 Legacy Data Conversion**

Legacy data conversion is not a requirement under this contract

#### **4.12.8 Training**

Training will be outlined in a training plan deliverable discussing expectations and schedules. A training planning session must be held to review the training plan prior to the first actual training session. This will enable DHSS and Contractor staff to better communicate during these sessions. Contractor will detail in their proposal a training plan outline and schedule for users of each component of the system.

##### **4.12.8.1 System User**

Contractor will be responsible for training users in all aspects of the new System. As applicable, contractor will also include organizational change management-specific instruction to include old vs. new ways of conducting business with the new system. Training will demonstrate business and System workflows. System policy compliance (including any recent policy changes) will be covered. If the new System is a replacement for a legacy System, training will also cover legacy vs. new System workflows and screens.

##### **4.12.8.2 Technical**

Contractor will be responsible for training DHSS technical staff on all technical aspects of system operations and support including any third party products. A key component to technical training is knowledge transfer. In their response to this section, contractor will include a detailed discussion of their approach to knowledge transfer for technical staff.

#### **4.12.9 Maintenance and Operations (M&O)**

Contractor must include a description of the ongoing M&O support they are proposing. Support includes licenses, help desk support, bug fixes and scheduled releases. Costs for such services will need to be shown in the Business Proposal. Support cost inflation is discussed on the cost forms.

Contractor must guarantee that their proposed solution will comply with all mandatory requirements throughout the entire support phase. Contractor will also specify expected deadline dates for completion of such modifications after the provision of detailed, written notice of impending changes from the Division.

Contractor must also address the following in their proposal:

- Identify the average of your response and resolution times. Provide examples of current measurements and metrics.
- Describe your process for providing application fixes and enhancements.
- Identify your average turnaround time for fixes and enhancements.
- Confirm whether or not clients have the opportunity to provide input into the prioritization of new features and enhancements.
- Identify your anticipated schedule for new releases and updates from the current date through the next three years.
- Confirm whether you have User Conferences and/or Advisory Boards.

It is critical that the proposed solution include ongoing support services and assurance that all regulatory requirements will be met for the Division. Other details and specific requirements are included in various sections throughout this RFP.

If the product is a COTS customizable solution, Contractor will provide an estimate of the number of hours required to apply the DHSS customization features to new releases. This and the cost information will need to be provided in the Business Proposal.

Contractor must guarantee that their proposed solution will comply with all mandatory requirements throughout the entire support phase. Contractor will also specify expected deadline dates for completion of such modifications after the provision of detailed, written notice of impending changes from DHSS.

#### **Contractor Maintained Applications Hosted at the Biggs Data Center**

For Contractor maintained solutions hosted at the Biggs Data Center, the Contractor will be responsible for version releases in the SIT, UAT and Production environments at Biggs. Production releases for M&O will be coordinated with the IRM Base Technology group

#### **Separation of Duties**

For new versions of the application, it is imperative that for Contractor -maintained solutions, even if hosted at the Biggs Data Center, that development staff with a direct interest in the modified modules, not be involved in the production implementation of these modules. Contractor will address their M&O implementation strategy in this section so that it satisfies this requirement.

#### **4.12.10 Documentation**

The Contractor is responsible for providing documentation of the new System. At a minimum, this includes user manuals and/or on-line help. For non-COTS systems and for the customized components of COTS systems, the Contractor is also responsible for providing sufficient technical system documentation to permit DHSS to maintain the application.

The Contractor must develop an EVV System User Manual (User Manual), subject to State approval, to assist EVV System users in navigating and understanding the system's functions and features. The Contractor must make the User Manual available to EVV System users online and in hard copy upon request and free of charge. The Contractor shall work with the State in developing other innovative approaches in which the content of the user manual may be delivered.

The Contractor's User Manual must be written using language that is easily understood and shall be available in alternative formats based upon the individual needs of the member and consistent with requirements of the Americans with Disabilities Act. The Contractor's User Manual must also be available in all prevalent non-English languages spoken for members with LEP. It is the responsibility of the Contractor to make any necessary modifications to the User Manual to comply with any changes in the languages that must be accommodated over the life of the contract. The Contractor must obtain independent verification of the accuracy of all translations made pursuant to this section. It is the responsibility of the Contractor to make periodic updates to the user manual that reflect enhancements and changes made to the System throughout the life of the contract.

#### **4.12.11 Escrow Agreements**

For COTS & SAAS solutions (where the code will not become the property of DHSS), DHSS requires proof of a software escrow agreement. Contractor will acknowledge in their proposal that they have or will have an escrow agreement in force for the entire contract term for the proposed solution at the time of contract signature.

For SAAS & hosted solutions, Contractor will have a data escrow or equivalent agreement in place. If the solution includes a third party hosting contractor providing Platform As A Service (PAAS), Contractor will describe their business continuity agreement with this contractor.

#### **4.12.12 Copyrighted/Proprietary Software Inclusion**

For solutions being developed with federal funds, there is a federal requirement that DHSS provide a complete copy of the end product(s) to other States upon request. If this includes any of the Contractor's copyrighted/proprietary software, the license terms for this software must be disclosed as they would for any other third party products necessary for development and operations. Contractor will describe any inclusion of their copyrighted/proprietary software into their proposed solution and will affirm in this section that their solution will comply with the federal transfer requirement with no restrictions. DHSS reserves the right to reject proposals with solutions that do not comply with the federal requirement.

#### **4.12.13 Miscellaneous Requirements**

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. Contractor will be responsible for any translation services necessary and must include an estimated cost for this in their proposal. Web applications must also demonstrate substantial W3C compliance for accessibility and standardization purposes. Finally, the application must demonstrate the capability to be read by screen reading software such as JAWS® or ZoomText®.

#### **Project Oversight Once EVV System is Operational**

The Contractor must have a designated staff person who is responsible for the day-to-day operation of the System. This person will serve as the point of contact for the State.

The Contractor must participate in weekly (at a minimum) status meetings with State staff during the initial phase of implementation to answer questions, discuss issues/concerns and resolve problems. This meeting may move to monthly once initial implementation of the EVV System is complete and as determined appropriate by the State.

The Contractor must generate a monthly operational report that includes at least the following:

- Description of newly identified issues;
- Priority of the issue;
- Dependencies and plans for resolution;
- Staff responsibility assignments;
- Impact severity;
- Targeted and actual resolution dates;
- Resolution action summary;
- Summary of User Support inquiries and results of any associated User Support performance metrics;
- Details of any repairs and replacements to data collection devices;
- Any anticipated changes to the project team; and
- Summary of any planned updates/upgrades to the System or any planned outages for System maintenance.

## 5 Proposal Evaluation/Contractor Selection

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### 5.1 Process

DHSS will conduct a three tiered review process for this project. In the first tier, each Technical Proposal will be evaluated to determine if it meets the Mandatory Submission Requirements described in Exhibit F – Mandatory Submission Requirements Checklist. **Any proposal failing to meet those requirements is subject to immediate disqualification without further review.** All proposals meeting the mandatory submission requirements will be given to the DHSS Evaluation Team.

In the second tier, the Evaluation Team will perform Technical and Business Proposal Reviews. The individual scores of each evaluator will be averaged to determine a final technical score and a final business score. Technical and Business scores will be summed to determine each Contractor's final proposal score.

After the Evaluation Team completes its initial review and scoring, DTI may choose to review the top two (2) to five (5) scored proposals and provide comments and recommendations to the Evaluation Team, which will be used in selecting the contractors to demonstrate their proposed solution.

Contractor may be required to demonstrate their proposed solutions. The demonstrations will be used in the Evaluation Team's final deliberations.

In the third tier, the Evaluation Team findings will be presented to an Executive Selection Committee. The Executive Selection Committee will review Evaluation Team findings. A potential contractor will be recommended to the Secretary, DHSS. Final selection is at the discretion of the Secretary or a designee.

### 5.2 Proposal Evaluation and Scoring

The Technical and Business proposals of each Contractor will be evaluated and assigned points. A maximum of 100 total points is possible.

#### 5.2.1 Mandatory Requirements

The Division Director or designee will perform this portion of the evaluation. Each proposal will be reviewed for responsiveness to the mandatory requirements set forth in the RFP. This will be a yes/no evaluation and proposals that fail to satisfy **all** of the criteria of this category may not be considered further for the award of a Contract. Specific criteria for this category are as follows: Contractor is required to address Section 4 "Contractor Responsibilities/Project Requirements" in detail by subsection and bullet. Contractor is required to follow Section 6 "Contractor Instructions" explicitly and complete all required forms as instructed.

**Failure to adequately meet any one (1) mandatory requirement may cause the entire proposal to be deemed non-responsive and be rejected from further consideration.** However, DHSS reserves the right to waive minor irregularities and minor instances of non-compliance.

### **5.2.2 Technical Proposal Scoring**

Only those Contractors submitting Technical Proposals which meet the Mandatory Submission Requirements provision will have their Technical Proposals scored. The following items will be scored:

- EVV Experience-10 points
- Staffing-5 points
- Reporting-10 points
- Interfaces-10 points
- Data Collection-10 points
- EVV Equipment-10 points
- System Capabilities-10 points
- Data Aggregator-10 points
- Communications Plan-5 points
- Training Plan-5 points
- Pricing-Evaluation- 20 points

### **5.2.3 Business Proposal Consideration**

The business proposal will be reviewed based on the costs submitted as part of the cost worksheet and on the documented stability and resources of the Contractor. Strong consideration will be given to how well the costs in the Project Cost Forms compare to the level of effort for this and other proposals along with the accuracy of the submitted figures. DHSS reserves the right to reject, as technically unqualified, proposals that are unrealistically low if, in the judgment of the evaluation team, a lack of sufficient budgeted resources would jeopardize project success.

## 6 Contractor Instructions

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### 6.1 Submission Information

The proposal must be submitted in electronic copy as follows:

Acceptable Media: CD or DVD disk.

Two (2) original copies (Each Labeled as “Original”) and six (6) copies (Each labeled as “Copy”). In addition, any required confidential financial or audit information relating to the company and not specifically to the proposal may be copied separately to one set of up to three (3) disks (Each labeled “Corporate Confidential Information”). The Vendor shall also provide 6 hard copies of the proposal.

Each disk will contain the following files at a minimum:

- Disk Directory.doc (Microsoft Word 2000 or higher)
- RFP Technical Proposal.doc
- RFP Business Proposal.doc
- RFP Technical Proposal.pdf
- RFP Business Proposal.pdf

Each proposal file in PDF format must be a printable copy of each original disk submitted. Other files may be submitted separately. The Disk Directory.doc file must contain a Word table listing each file contained on the disk along with a short description of each.

**It is the responsibility of the Contractor to ensure all submitted disks are machine readable, virus free and are otherwise error-free. Disks (or their component files) not in this condition may be cause for the Contractor to be disqualified from bidding. Contractors are prohibited from submitting their proposals on USB devices.**

Contractors are no longer required to make hard copies. Some documents requiring original signatures must be provided in both hardcopy and PDF formats. These documents include the Transmittal Letter, Certification and Statement of Compliance, Mandatory Submission Requirements Checklist and the Contractor Contact Information form.

The disk copies must be labeled on the outside as follows:

<p>State of Delaware Department of Health and Social Services RFP</p> <p><b>Electronic Visit Verification</b> Technical and Business Proposals</p> <p>DHSS RFP #HSS-19-041 [Name of Contractor]</p> <p>July 10, 2019 at 11:00 a.m.</p>
--

#### **6.1.1 RFP and Final Contract**

The contents of the RFP will be incorporated into the final contract and will become binding upon the successful Contractor.

#### **6.1.2 Proposal and Final Contract**

The Contractor's proposal will be incorporated into the final contract and be considered binding upon the successful Contractor.

#### **6.1.3 Modifications to Proposals**

Modifications to proposals will not be accepted after the submission deadline. At any time, DHSS reserves the right to request clarification and/or further technical information from any contractor submitting a proposal.

#### **6.1.4 Alternative Solutions**

The proposal must contain a single solution, including hardware and software. This is critical in ensuring project success and that project costs are expected, administered and contained. Contractors may propose alternative solutions but only as fully separate proposals that will be evaluated separately. Single proposals containing alternative/multiple solutions will be failed.

### **6.2 Technical Proposal Contents**

The Technical Proposal shall consist of and be labeled with the following sections:

- A. Transmittal Letter**
- B. Required Forms**
- C. Executive Summary**
- D. Contract Management Plan**
- E. Contractor Responsibilities/Project Requirements**
- F. Staff Qualifications and Experience**
- G. Firm Past Performance and Qualifications**

The format and contents for the material to be included under each of these headings is described below. Each subsection within the Technical Proposal must include all items

listed under a heading because evaluation of the proposals shall be done on a section-by-section or functional area basis. **No reference to, or inclusion of, cost information shall appear in the Technical Proposal or Transmittal Letter.**

### 6.2.1 Transmittal Letter (Section A)

The Transmittal Letter shall be written on the Contractor's official business letterhead stationery. The letter is to transmit the proposal and shall identify all materials and enclosures being forwarded collectively in response to this RFP. The Transmittal Letter must be signed by an individual authorized to commit the company to the scope of work proposed. It must include the following in the order given:

1. An itemization of all materials and enclosures being forwarded in response to the RFP
2. A statement certifying that the proposal disks have been scanned and are free from viruses and other malicious software.
3. A reference to all RFP amendments received by the Contractor (by amendment issue date), to warrant that the Contractor is aware of all such amendments in the event that there are any; if none have been received by the Contractor, a statement to that effect must be included
4. A statement that all proposal conditions are valid for 180 days from the deadline date for proposal submission
5. A statement that price and cost data are not contained in any part of the bid other than in the Business Proposal
6. A statement that certifies pricing was arrived at without any collusion or conflict of interest.

The original of the Transmittal Letter shall be submitted in a separate, sealed envelope inside the package containing proposal disks. PDF versions of the Transmittal Letter must be included in the Technical proposal.

### 6.2.2 Required Forms (Section B)

This section of the proposal must include the following completed forms:

Certification Sheet and Statement of Compliance

Exhibit B: These are forms in which the Contractor must certify certain required compliance provisions.

Mandatory Submission Requirements Checklist

Exhibit F: This is the mandatory submission requirements checklist. Agreement to or acknowledgement of a requirement is shown by a Y (Yes) or N (No) next to the requirement and a signature at the bottom of the checklist. **Failure to adequately meet any one (1) mandatory requirement may cause the entire proposal to be deemed non-responsive and be rejected from further consideration.** However, DHSS reserves the right to waive minor irregularities and minor instances of non-compliance.

Contractor Contact Information

Exhibit J: This form must be completed and signed by prospective Contractors prior to proposal submission. Please bring the completed form to the mandatory pre-bid meeting.

### 6.2.3 Executive Summary (Section C)

Contractor shall present a high-level project description to give the evaluation team and others a broad understanding of the technical proposal and the Contractor's approach to this project. This should summarize project purpose, key project tasks, a high-level timeline, key milestones, and qualifications of key personnel, along with subcontractor usage and their scope of work. A summary of the Contractor's corporate resources, including previous relevant experience, staff, and financial stability must be included. The Executive Summary is limited to a maximum of ten (10) pages.

### 6.2.4 Contract Management Plan (Section D)

Contractor shall describe the overall plan and required activities in order to implement the project within the budget and described schedule. This should include descriptions of management controls, processes and reporting requirements that will be put into place to ensure a smooth administration of this project.

#### Baseline Project Plan (Section D.1)

As part of the proposal, Contractor must create a baseline project plan with the following information:

- Tasks, subtasks, dependencies, key dates including proposed dates for deliverable submission, DHSS deliverable approval, Federal deliverable approval (if required) and proposed payment milestones
- Staffing structure, with a breakdown by activity, task and subtask within the entire project
- A separate organization chart with staff names & functional titles
- Description at the subtask level including duration and required staff resources (contractor vs. DHSS) and hours
- Resource staffing matrix by subtask, summarized by total hours by person, per month.

The project plan must be in Microsoft Project (mpp) format. Contractor must also discuss procedures for project plan maintenance, status reporting, deliverable walkthroughs, subcontractor management, issue tracking and resolution, interfacing with DHSS staff and contract management.

See Project Plan Template in Information Technology Publications link in Exhibit C for a sample project plan in mpp format.

This provides the general format that Contractor must follow when constructing the project plan. Project plan must reflect each deliverable and milestone in the specified format. Review periods as specified in the RFP must be built into the project schedule. As applicable, federal review timeframes must be included as project tasks. Serial deliverable review periods must be shown - the best way to do this is to link the "DHSS Review of Deliverable" task with the prior deliverable's review task. The project plan is a critical deliverable and must reflect all dependencies, dates and review periods. If the plan has unresolved issues, DHSS will not approve the initial milestone payment.

A detailed, updated project plan will be created after contract signature and will serve as the initial deliverable and baseline project schedule. This is a critical milestone task and all subsequent work will be dependent on the formal DHSS approval of the initial milestone. **Until formal DHSS approval of this milestone, no other billable work on**

**this project should take place. Unless otherwise extended by DHSS, a Baseline Project Plan must be submitted for DHSS approval within one month of the project start date. If there is no Baseline Project Plan submitted by this date, DHSS at its sole option may choose to take remedial action up to and including termination of the contract.** Therefore, it is critical that this task be completed and approved as soon as possible. This project plan must include each phase of the project, clearly identifying the resources necessary to meet project goals. It will be the contractor's responsibility to provide complete and accurate backup documentation as required for all document deliverables. **The project plan is a living document and it must be updated and presented as part of the periodic status report to accurately reflect current project timelines and task progress. This is mandatory. The updated project plan must include the baseline start and end dates as columns alongside the current task start and end dates. If there are modifications to the project scope, there is a formal DHSS change request process for review and approval of these requests. Approved change requests must result in the addition of a re-baselined project plan as a project deliverable due within one month of signature of the contract amendment.**

Status reports and project plans will be archived as part of the project artifacts in a central controlled Microsoft SharePoint environment.

Contractor staff expertise in MS Project is critical for proper construction and maintenance of this plan.

**NOTE:** All of the application deliverables are described at a module level. The project plan must be detailed and include items such as:

- Project Kickoff Meeting
- Technical Briefing with IRM Staff
- Status meetings
- Functional Requirements JAD sessions
- Functional Requirements Deliverable (FRD) \*
- Detailed System Design (DSD) JAD sessions
- DSD deliverable \*
- User manual or on-line help \*
- Systems documentation, as required \*
- Training plan including test scripts \*
- User Acceptance Testing \*
- Production implementation \*
- Conclusion of Warranty \*

For the items shown with an asterisk above, the plan needs to provide time for DHSS review and approval.

### **6.2.5 Project Requirements (Section E)**

Contractor must describe their understanding and approach to meet the expectations and mandatory requirements specified in Section 4. Address bulleted and titled requirement paragraphs within subsections as "Bullet n" and "Paragraph Title" respectively. Please address DHSS staffing considerations in subsections where staffing

is mentioned. Please complete **Crosswalk of RFP Section 4** form (Exhibit G) and include in this section.

### 6.2.6 Staff Qualifications and Experience (Section F)

Contractor shall submit a staff skills matrix in their own format to summarize relevant experience of the proposed staff, including any subcontractor staff in the areas of:

- Technical project management
- Planning
- Requirements Analysis
- EVV System Design and Implementation

Additionally, Contractor shall provide a narrative description of experience each key staff member has in the areas relevant to this project. Contractor and subcontractor staff shall be separately identified. Contractor staff requirements will be addressed as outlined in subsection 4.1. Resumes will be formatted as outlined in Exhibit D and included in this section of the proposal. Contractor must also provide an organization chart of all proposed staff.

If subcontractors are being proposed, then include the name and address of each subcontractor entity along with an organization chart indicating staffing breakdown by job title and staff numbers on this project. This organization chart must show how the individual subcontractor entity will be managed by your firm as the primary contractor. Any sub or co-contractor entity(s) proposed will need prior approval by DHSS before the contract is signed. If proposing no subcontractors, please state in this proposal section **"No subcontractors are being proposed as part of this contract."** Please refer to RFP Exhibit A for subcontractor standards.

### 6.2.7 Firm Past Performance and Qualifications (Section G)

Contractor shall describe their corporate experience within the last five (5) years directly related to the proposed contract. Also include experience in:

- Other government projects of a similar scale
- Electronic visit verification projects similar in size, complexity and duration.
- Successful implementation and operation of EVV Systems for home and community-based programs and health care purchasers. Please indicate if experience was in the public sector, health care environment specifically in State Medicaid programs.

Experience of proposed subcontractors shall be presented separately.

Provide a summary description of each of these projects including the contract cost and the scheduled and actual completion dates of each project. For each project, provide name, address and phone number for an administrative or managerial customer reference familiar with the Contractor's performance. Please use the **Contractor Project Experience** form (Exhibit H) to provide this information in this section.

Provide an example of an actual client implementation plan, similar in magnitude to EVV, including staff, dates, milestones, deliverables, and resources.

### 6.2.8 Policy Memorandum Number 70 (Section H)

Please review DHSS Policy Memorandum Number 70. The link to this document is in Exhibit C. If your firm has a written inclusion policy/plan, please include it in this section.

If your firm does not have an inclusion policy/plan, please respond to this section as follows, “**Contractor does not have an inclusion policy/plan**”.

The response to this section will have no impact on the scoring of your proposal.

### 6.3 Business Proposal Contents

The business proposal will contain all project costs along with evidence of the Contractor’s financial stability.

#### 6.3.1 Project Cost Information (Section A)

Contractor shall provide costs for the project as outlined in Exhibit E.

In completing the cost schedules, rounding should not be used. A total must equal the sum of its details/subtotals; a subtotal must equal the sum of its details.

**The Total Project Cost shown in Schedule E1 must include all costs that the selected Contractor will be paid by DHSS under this contract.**

See the Deliverable Cost Schedule Template in Information Technology Publications link in Exhibit C for a sample file in xls format.

**Cost information must only be included in the Business Proposal. No cost information should be listed in the Technical Proposal.**

#### 6.3.2 Software and Hardware Information (Section B)

On a separate page of the Business Proposal entitled “Software Licensing Structure” list each module and each third party software application listed in either Schedule E1 or Schedule E4. Describe what required (or optional) functions from section 4 that the particular module or application includes. Discuss the licensing structure (per seat, concurrent user, site, etc.) for each.

On a separate page of the Business Proposal entitled “Hardware Description” list each hardware item listed in either Schedule E1 or Schedule E5. Provide a description of its function and a detailed component list.

**All licenses must be in the name of the State or DHSS and at a minimum must provide for separate development, test and production environments.**

#### Procurement Instructions

Contractor will work with a State approved hardware/software contractor(s) to develop and verify the specifications for project hardware and software. The State approved contractor will send the Contractor a product specifications list, without cost information, for confirmation. The Contractor will submit the confirmed list to DHSS and DHSS will request a quote from the contractor(s). The State approved contractor will develop the quote using these specifications and send this to DHSS. The Division will process the

purchase (order) as normal, using project funds. This will ensure the products are in the State or DHSS' name and are added to our current agreements.

### **6.3.3 Contractor Stability and Resources (Section C)**

Contractor shall describe its corporate stability and resources that will allow it to complete a project of this scale and meet all of the requirements contained in this RFP. The Contractor's demonstration of its financial solvency and sufficiency of corporate resources is dependent upon whether the Contractor's organization is publicly held or not:

- If the Contractor is a publicly held corporation, enclose a copy of the corporation's most recent three years of audited financial reports and financial statements, a recent Dun and Bradstreet credit report, and the name, address, and telephone number of a responsible representative of the Contractor's principle financial or banking organization; include this information with copy of the Technical Proposal and reference the enclosure as the response to this subsection; or
- If the Contractor is not a publicly held corporation, the Contractor may either comply with the preceding paragraph or describe the bidding organization, including size, longevity, client base, areas of specialization and expertise, a recent Dun and Bradstreet credit report, and any other pertinent information in such a manner that the proposal evaluator may reasonably formulate a determination about the stability and financial strength of the bidding organization; also to be provided is a bank reference and a credit rating (with the name of the rating service); and
- Disclosure of any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the bidding organization; or warrant that no such condition is known to exist.

This level of detail must also be provided for any subcontractor(s) who are proposed to complete at least ten (10) percent of the proposed scope of work.

## 7 Terms and Conditions

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The following provisions constitute the terms and conditions of the contractual agreement between DHSS and the Contractor. This section contains terms and conditions specific to this RFP. The general terms and conditions are contained in Exhibit A.

### 7.1 Contract Composition

The terms and conditions contained in this section constitute the basis for any contract resulting from this RFP. DHSS will be solely responsible for rendering all decisions on matters involving interpretation of terms and conditions. All contracts shall be in conformity with, and shall be governed by, the applicable laws of the federal government and the State.

The term "Contract Documents" shall mean the documents listed in this section that constitute the Contract between DHSS and the Contractor. Each of the Contract Documents is an essential part of the agreement between the Parties, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents are intended to be complementary and to describe and provide for a complete agreement. In the event of any conflict among the Contract Documents, the order of precedence shall be as set forth below:

1. Standard GSS Contract (pages 1 – of this contract)
2. Agency/Division Contract Requirements
3. Signed Business Associate Agreement
4. Signed CSA and/or DUA
5. Contract Addenda
6. RFP Addenda
7. Published RFP
8. Amendment(s) to Contractor Proposal
9. Contractor Proposal
10. Other Ancillary Documents

### 7.2 Payment for Services Rendered

Services will be bound by a **firm fixed price contract**. The firm fixed price will be the Total Project Cost shown in Schedule E1 (Exhibit E). Based upon the contractor's satisfactory completion and formal DHSS approval of the identified scheduled payment milestones, the Contractor may invoice DHSS. In the event that DHSS and contractor agree to a project scope modification that involves a change (increase or decrease) to the firm fixed price, a contract amendment will be executed to account for the modification to the firm fixed cost along with any other changes required to the project artifacts.

### 7.3 Contractor Personnel

At any time and at its sole discretion, DHSS shall have the right to require the Contractor to remove any individual (either Contractor or subcontractor) from his/her assignment to this contract if, in the opinion of DHSS, such employee is uncooperative, inept,

incompetent or otherwise unacceptable. DHSS will notify the Contractor of this issue in writing and Contractor will immediately comply. DHSS shall not be invoiced for any further work by this individual after this notification. If the Contractor must make a staff substitution for whatever reason, a staff person with equivalent or better qualifications and experience will be proposed to DHSS as soon as possible. This proposed candidate will be subject to the same qualifying procedures as the original candidate. The DHSS Project Director and Project IRM Manager must approve this substitution before their term on the project begins. In the event that a staff position becomes temporarily or permanently vacant for any reason, including the contractor's choice to reassign a staff member, DHSS may reduce payments to the Contractor in the amount equal to the vacated positions pay rate for the time period the position is vacant. DHSS may choose to waive its right to reduce payments if the proposed replacement staff member can be approved and can assume the vacated position immediately upon its vacancy.

#### **7.4 Funding**

This contract is dependent upon the appropriation of the necessary funding.

DHSS reserves the right to reject or accept any bid or portion thereof, as may be necessary to meet its funding limitations and processing constraints.

#### **7.5 Confidentiality**

The contractor shall safeguard any client information and other confidential information that may be obtained during the course of the project and will not use the information for any purpose other than the Contract may require.

#### **7.6 Contract Transition**

In the event DHSS awards the contract to another Contractor, through contract expiration or termination of this contract, the Contractor will develop a plan to facilitate a smooth transition of contracted functions either back to DHSS or to another Contractor designated by DHSS. This transition plan must be approved by DHSS.

#### **7.7 GSS Professional Services Agreement (PSA) Template**

This is the statewide template which is the basis for the contract with DHSS. Please review. The link to this document is in Exhibit C. All provisions in this template are to be treated as mandatory. Any exceptions to the PSA must be listed (along with the RFP exceptions) in the RFP Exception Form (Attachment 3).

#### **7.8 Miscellaneous Requirements**

Contractor name changes must be updated via contract amendment. The State must formally recognize Contractor name changes and make accounting system updates before invoices under the new name can be paid.

## **8 Exhibits**

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Exhibits referenced in this RFP are included in this section. The following are included for the Contractor's use in submitting a proposal.

**A. General Terms and Conditions**

**B. Certification Sheet and Statement of Compliance**

**C. Website Links**

**D. Key Position Resume**

**E. Project Cost Forms**

**F. Mandatory Submission Requirements Checklist**

**G. Crosswalk of RFP Section 4**

**H. Contractor Project Experience**

**I. Deliverable Acceptance Request (DAR)**

**J. Contractor Contact Information**

**K. Criminal Background Check Instructions**

**L. Cyber Responsibilities, Liability and Insurance**

**M. Incident Communication, Performance Standards and Quality Management**

The following Exhibits must be completed by Contractor and included as part of the specified proposal:

- Technical Proposal - Exhibits B, D, F, G, H, J\*

\* Exhibit J is to be submitted at the mandatory pre-bid meeting. Do not include as part of your proposal submission.

- Business Proposal – Exhibit E

# Exhibit

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## A. General Terms and Conditions

## General Terms and Conditions

The following provisions are applicable to all DHSS RFP's

### 1) Investigation of Contractor's Qualifications

The State of Delaware may make such investigation as it deems necessary to determine ability of potential contractors to furnish required services, and contractors shall furnish the State with data requested for this purpose. The State reserves the right to reject any offer if evidence submitted or investigation of such contractor fails to satisfy the State that the contractor is properly qualified to deliver services.

### 2) Certifications, Representations, Acknowledgments

Using Exhibit B, bidding contractors must certify that:

- They are a regular dealer in the services being procured.
- They have the ability to fulfill all requirements specified for development with this RFP.
- They have independently determined their prices.
- They are accurately representing their type of business and affiliations.
- They have acknowledged any contingency fees paid to obtain award of this contract.
- They have included in their quotation all costs necessary for or incidental to their total performance under the contract.
- They will secure a Delaware Business License.
- They will secure the appropriate type and amounts of insurance coverage required by the State. Proof of such coverage will be a requirement of the contract.

### 3) Ownership Rights

The State will retain ownership rights to all materials including software, designs, drawings, specifications, notes, electronically or magnetically recorded material, and other work in whatever form, developed during the performance of this contract. A fundamental obligation herein imposed on the Contractor is the assignment by the Contractor to DHSS of all ownership rights in the completed project. This obligation on the part of the Contractor to assign all ownership rights is not subject to limitation in any respect, whether by characterization of any part of the deliverables as proprietary or by failure to claim for the cost thereof. The provisions of this article shall be incorporated into any subcontract.

### 4) Irrevocable License

The State of Delaware reserves a royalty-free, exclusive, and irrevocable license to reproduce, publish, or otherwise use the copyright of any deliverables developed under the resulting contract.

### 5) Right to a Debriefing

To request a debriefing on Contractor selection, the Contractor must submit a letter requesting a debriefing to the Procurement Administrator, DHSS, within ten days of the announced selection. In the letter, the Contractor must specifically state the

reason(s) for the debriefing. Debriefing requests must be based on pertinent issues relating to the selection process. Debriefing requests based on specifications in the RFP will not be accepted. All debriefing requests will be evaluated in accordance with these conditions. Debriefing requests that meet these conditions will be reviewed and respectively answered by the Procurement Administrator and/or Debriefing Committee.

## 6) Hiring Provision

Staff contracted to provide the services requested in this RFP are not precluded from seeking employment with the State of Delaware. The contractor firm selected as a result of this RFP shall not prohibit their employees or subcontractor staff from seeking employment with the State of Delaware.

## 7) Federal Provisions

- **Americans with Disabilities Act** - This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public and State and local governments, except public transportation services.
- **Royalty-Free Rights to Use Software or Documentation Developed** - The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership.
- **Drug-Free Workplace Statement** - The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:
  - a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place.
  - b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
  - c. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
  - d. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.Transactions subject to the suspension/debarment rules (covered transactions) include grants, subgrants, cooperative agreements, and prime contracts under such

awards. Subcontracts are not included. Also, the dollar threshold for covered procurement contracts is \$25,000. Contracts for Federally required audit services are covered regardless of dollar amount.

#### **8) DHSS Policy Memorandum # 70**

Please refer to Exhibit C for the link to this document.

The Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 70, (effective 7/18/2015), and divisional procedures regarding the concept of an inclusive workplace which is accepting of diverse populations in our workforce and actively practices acceptance of diverse populations within our community, through our programs and services we provide to our clients. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM70 process in the Contractor's organization. Documentation of staff training on PM70 must be maintained by the Contractor.

# Exhibit

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## B. Certification Sheet and Statement of Compliance



DELAWARE HEALTH AND SOCIAL SERVICES  
REQUEST FOR PROPOSAL

CERTIFICATION SHEET

As the official representative for the bidder, I certify on behalf of the agency that:

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.
- k. They (check one) operate \_\_\_an individual; \_\_\_a Partnership \_\_\_a non-profit (501 C-3) organization; \_\_\_a not-for-profit organization; or \_\_\_for Profit Corporation, incorporated under the laws of the State of \_\_\_\_\_.
- l. The referenced bidder has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all specifications and special provisions.

- n. They (check one): \_\_\_\_\_ are; \_\_\_\_\_ are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Violations and Penalties:

Each contract entered into by an agency for professional services shall contain a prohibition against contingency fees as follows:

1. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.
2. The firm offering the professional services has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement; and
3. For the violation of this provision, the agency shall have the right to terminate the agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

The following conditions are understood and agreed to:

- a. No charges, other than those specified in the cost proposal, are to be levied upon the State as a result of a contract.
- b. The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature & Title of Official Representative

\_\_\_\_\_  
Type Name of Official Representative

**PROCUREMENT**

**STATEMENT OF COMPLIANCE**

As the official representative for the contractor, I  
Certify that on behalf of the agency that \_\_\_\_\_  
(Company name) will comply with all Federal and State of Delaware laws, rules, and  
regulations, pertaining to equal employment opportunity and affirmative action laws. In  
addition, compliance will be assured in regard to Federal and State of Delaware laws  
and Regulations relating to confidentiality and individual and family privacy in the  
collection and reporting of data.

Authorized Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

# Exhibit

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## C. Website Links (in alphabetical order)

- Cloud Services Agreement  
<https://dti.delaware.gov/pdfs/pp/Delaware%20Cloud%20Services%20Terms%20and%20Conditions%20Agreement.pdf>
- Critical Security Controls  
<https://www.cisecurity.org/controls/>
- Data Usage Agreement  
<https://dti.delaware.gov/pdfs/pp/Delaware%20Data%20Usage%20Terms%20and%20Conditions%20Agreement.pdf>
- DHSS Information Technology Environment Standards  
[http://www.dhss.delaware.gov/dhss/dms/irm/files/dhss\\_it\\_environment.pdf](http://www.dhss.delaware.gov/dhss/dms/irm/files/dhss_it_environment.pdf)
- DMMA EVV Webpage  
[https://dhss.delaware.gov/dhss/dmma/info\\_stats.html](https://dhss.delaware.gov/dhss/dmma/info_stats.html)
- Enterprise Standards and Policies  
<http://dti.delaware.gov/information/standards-policies.shtml>
- GSS Professional Services Agreement Template  
<http://mymarketplace.delaware.gov/documents/professional-services-agreement.docx?ver=0213>
- Information Technology Publications  
<http://www.dhss.delaware.gov/dhss/DMS/itpubs.html>  
See section entitled “Supportive Documentation for Bidding on Proposals”
- Policy Memorandum 70 on Inclusion  
[http://dhss.delaware.gov/dhss/admin/files/PM\\_70.pdf](http://dhss.delaware.gov/dhss/admin/files/PM_70.pdf)
- DMMA EVV Webpage  
[https://dhss.delaware.gov/dhss/dmma/info\\_stats.html](https://dhss.delaware.gov/dhss/dmma/info_stats.html)

# Exhibit

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## D. Key Position Resume

### Key Position Resume

Name: \_\_\_\_\_ Proposed Project Position: \_\_\_\_\_

Number of years' experience in the proposed position: \_\_\_\_\_

Number of years' experience in this field of work: \_\_\_\_\_

#### **Detail Training/Education**

(Repeat the format below for as many degrees/certificates as are relevant to this proposal. Dates between training/education may overlap.)

Degree/Certificate	Dates of Training/Education
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

#### **Detail Experience**

(Repeat the format below for as many jobs/projects as are relevant to this proposal. Dates between jobs/projects may overlap.)

Job/Project: \_\_\_\_\_ Position: \_\_\_\_\_

From Date: \_\_\_\_\_ To Date: \_\_\_\_\_

Description of the tasks this person performed in this job/project. Detail any state or government planning projects and specify the role of the person on each project

# Exhibit

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## E. Project Cost Forms

**E1. Project Costs by Deliverables & Milestones**

**Deliverable & Milestone Cost Schedule**

Phase	Project Deliverables & Milestones	Deliverable Cost	Phase Cost	20% Holdback	Contractor Invoice Amount	Projected Approval Date
1	Deliverable: Baseline Project Plan	C2				
	Deliverable: Document Templates	C3				
	DHSS Approval of Phase 1 (M1 = 5% of Total DDI Cost)		SUM(C2:C3)	D4*0.2	D4-E4	M1 Date
2	Deliverable: Business Requirements Document	C5				
	Deliverable: Design Specifications Document	C6				
	DHSS Approval of Phase 2 (M2 = 10% of Total DDI Cost)		SUM(C5:C6)	D7*0.2	D7-E7	M2 Date
3	Deliverable: Communications Plan	C8				
	Deliverable: Test Plan	C9				
	Deliverable: Training Plan	C10				
	Deliverable: Implementation Plan	C11				
	DHSS Approval of Phase 3 (M3 = 15% of Total DDI Cost)		SUM(C8:C11)	D12*0.2	D12-E12	M3 Date
4	Deliverable: Completed SIT	C13				
	Deliverable: Completed Training Prior to Go-Live	C14				
	Deliverable: Completed UAT	C15				
	DHSS Approval of Phase 4 (M4 = 25% of Total DDI Cost)		SUM(C13:C15)	D16*0.2	D16-E16	M4 Date
5	Deliverable: Production System Acceptance	C17				
	DHSS Approval of Phase 5 (M5 = 45% of Total DDI Cost)		C17	D18*0.2	D18-E18	M5 Date
6	Deliverable: Conclusion of Warranty	N/A				
	DHSS Approval of Phase 6 (M6 = 20% of Total DDI Cost)		N/A	N/A	SUM(E4:E18)	M6 Date
<b>Total DDI Cost</b>		<b>SUM(C2:C17)</b>				
<b>Total M&amp;O Costs For Contract Term (From Cost Schedule E4)</b>		<b>\$</b>				
<b>Total Project Cost</b>		<b>SUM(C21:C22)</b>				

Please fill out each of the costs and dates specified above. Computed costs will be in the manner specified. Milestone costs are a specified percentage of the Total DDI cost. Deliverable costs must total to the milestone cost. If DHSS decides to eliminate one or more deliverables from this project, the firm fixed price will be adjusted by subtracting the cost of the deliverable(s) to be eliminated.

**The Total Project Cost shown in Schedule E1 must include all costs that the Contractor will be paid by DHSS under this contract. The Total Project Cost figure constitutes the firm fixed price of the contract.**

Deliverables and milestones in the project cost schedule above will be identified in the Baseline Project Plan deliverable along with the projected date of DHSS approval.

Contractor must complete the **Projected Date** column for each milestone and the dates must correspond to the dates provided in the high-level project plan.

Holdbacks are mandatory for every milestone with the exception of the final phase milestone. Holdbacks cannot be modified except by contractual agreement.

#### Milestone Cost Breakdown

- $M_n$  = Total Cost for Phase n deliverables – 20% holdback
- $M_6$  = Sum of  $M_1$  –  $M_5$  holdbacks

Costs for each task/deliverable listed must be specified along with the total cost of all tasks/deliverables in each specified phase. Please check all figures for accuracy.

DDI costs will be invoiced only through identified milestones upon formal approval by the Division and IRM. DDI invoicing by any other manner is prohibited except by prior written consent of DHSS. As applicable, approved change orders shall be bundled into a single deliverable that will be added to the Phase 5 milestone in Schedule E1. The milestone cost, milestone holdback and invoice amount would be adjusted accordingly. This milestone would be invoiced via the prescribed process.

Software will be acquired by DHSS in the State's or DHSS' name. Estimated total costs are only to be included in Schedule E4. Hardware will be acquired by DHSS in the State's or DHSS name. Estimated total costs are only to be included in Schedule E5.



**E3. M&O Support Cost Schedule**

M&O costs are to be listed in the following schedule. It is the expectation of the State of Delaware that Contractors can fully satisfy the obligations of the proposal in the manner and timeframe defined within the proposal. Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

The State of Delaware shall bear no responsibility or increase obligation for a Bidder's failure to accurately estimate the costs or resources required to meet the obligations defined in the Operational costs may be categorized separately (i.e. Hosting, Tier 2 Support, Maintenance (up to n hours), etc.) or Contractor may choose to bid a single all-inclusive total operational cost per year. Contractor will detail in this section what their responsibilities will be for M&O support. Years 1 – 5 are included in the firm fixed price of the contract. DHSS may choose to amend the contract for 3-5 additional years (in one year increments) of M&O support at its sole discretion. Contractor shall include breakdown of costs for every month of every contract year.

**Year 1 is defined as the first 12 months after the conclusion of the warranty timeframe.**

Cost Category: Year 1	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
Cost Category 1:												
Cost Category 2:												
Cost Category n:												
<b>Total</b>												

Cost Category: Year 2	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
Cost Category 1:												
Cost Category 2:												
Cost Category n:												
Total												

Cost Category: Year 3	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
Cost Category 1:												
Cost Category 2:												
Cost Category n:												
Total												

Cost Category: Year 4	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
Cost Category 1:												
Cost Category 2:												
Cost Category n:												
Total												

Cost Category: Year 5	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sept	Oct	Nov	Dec
Cost Category 1:												
Cost Category 2:												
Cost Category n:												
Total												

**Total M&O Costs for Contract Term (Years 1 - 5): \$ \_\_\_\_\_**

**Maintenance Costs**

Estimate of the number of hours required to apply the DHSS customization features to new releases: \_\_\_\_\_

Please also include a single fully loaded hourly rate, which will apply to future customization beyond what is within the scope of this contract:

\$ \_\_\_\_\_

**E4. DHSS Purchased Third Party Software Schedule**

Please list all third party software products required for DDI through M&O. These licenses are for DHSS staff and users only. Contractor licenses are not to be included in this list. DHSS is not responsible for purchasing Contractor developer licenses. DHSS will purchase all software licenses on this list. Only new software or additional licenses for existing software being proposed for this project will be listed here. If the proposed software solution comprises multiple separately-costed modules, please list them separately here. DHSS will purchase the software licenses from a third party, not the Contractor. The software listed here will be evaluated by DHSS technical staff for compliance with State standards.

Software Description/Name	Version Number	# of Licenses	Required After Go-Live? (Y/N)

Total Estimated DHSS Purchased Third Party Software Cost \$ \_\_\_\_\_

The above total estimated cost is a ballpark estimate only. The Contractor will not be held responsible for this figure. DHSS understands that with licensing costs can vary depending on GSA pricing, licensing structure and individual purchasing agreements. This cost figure will be used as part of estimating the total project budget when justifying project costs for the State Office of Management and federal funding partners (as applicable). This cost is not to be included in Schedule E1.

**E5. DHSS Purchased Hardware Schedule**

This is a hardware summary schedule with a total estimated cost. Only new hardware or upgrades to existing hardware being proposed for this project should be listed here. This list of hardware will be evaluated by DHSS technical staff for compliance with DHSS standards. DHSS will purchase the hardware from a third party, not the Contractor.

Hardware Description/Name	Quantity

Total Estimated DHSS Purchased Hardware Cost \$ \_\_\_\_\_

The above total estimated cost is a ballpark estimate only. The Contractor will not be held responsible for this figure. DHSS understands that hardware costs can vary. This cost figure will be used as part of estimating the total project budget when justifying project costs for the State Office of Management and federal funding partners (as applicable). This cost is not to be included in Schedule E1.

# Exhibit

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## F. Mandatory Submission Requirements Checklist

### Mandatory Submission Requirements Checklist

Mandatory Submission Requirement	RFP Section	Compliance Y or N
The bid is submitted in the correct number of disk copies containing the Technical and Business proposals	6.1	
Each proposal disk is labeled correctly	6.1	
Proposal conditions are valid for 180 days from the deadline date for proposal submission	6.2.1	
The proposal contains a single solution in terms of this project	6.1.4	
Contractor/Proposed Subcontractor has appropriate project experience	6.2.7	
Transmittal Letter submitted on official business letterhead and signed by an authorized representative	6.2.1	
Proposal media has been scanned and are free from viruses and other malicious software.	6.2.1	
Contractor Agrees to Comply with the provisions specified in the General Terms and Conditions	Exhibit A	
Completed Project Cost Forms	Exhibit E	
Firm fixed price contract proposed	7.2	
Proposal includes required resumes	6.2.6 & Exhibit D	
Technical proposal is submitted with a completed, duly signed and dated copy of the Mandatory Submission Requirements Checklist	6.2.2 & Exhibit F	
Completed Crosswalk of RFP Section 4	6.2.5 & Exhibit G	
Completed Contractor Project Experience Form	Exhibit H	
Completed Contractor Contact Information Form	Exhibit J	
Compliance with HIPAA Regulations & Standards	4.3	
DHSS-Specific Security Requirements	4.4.5	
The Project Plan, Templates, BRD, DSD, Acceptance in Prod & Conclusion of Warranty are listed as project deliverables	4.11	
ACA Safe Harbor Additional Fee and basis have been specified in Exhibit E2.	Exhibit E2	
Contractor confirms that PII and/or ePHI is <u>either</u> encrypted at rest OR that they intend to purchase Cyber Liability Insurance as specified in Exhibit L.	4.4.4.1.1 & Exhibit L	
Contractor acknowledges that they have reviewed the CSA and DUA documents	4.4.4.1	

<p>The Contractor has a Supplier Diversity plan currently in place.  <i>Note: The response to this statement, while mandatory, will have no effect on the evaluation of the Contractor proposal.</i></p>	<p>Exhibit F</p>	
<p>The Contractor has diverse sub-contractors as outlined in Attachment 8 Tier II Sub-contractors.  <i>Note: The response to this statement, while mandatory, will have no effect on the evaluation of the Contractor proposal.</i></p>	<p>Exhibit F</p>	
<p>Does the Contractor have a written inclusion policy/plan currently in place? If “Yes”, it is required that a clearly identifiable copy of the inclusion policy/plan be attached to your proposal as instructed in RFP Section 6.2.8.  <i>Note: The response to this statement, while mandatory, will have no effect on the evaluation of the Contractor proposal.</i></p>	<p>6.2.8</p>	

\_\_\_\_\_  
 Signature of Authorized Representative

\_\_\_\_\_  
 Title / Company

\_\_\_\_\_  
 Date

# Exhibit

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## G. Crosswalk of RFP Section 4

**Crosswalk of RFP Section 4**

<b>RFP Section</b>	<b>Proposal Section Number</b>	<b>Proposal Page Number</b>
4 Contractor Responsibilities/Project		
4.1 Staffing		
4.2 Project Management		
4.3 Requirement To Comply With HIPAA Regulations and Standards		
4.4 Requirement to Comply with State Policies and Standards		
4.5 Reporting		
4.6 Performance		
4.7 Degree of Customization		
4.8 Backup and Recovery		
4.9 Disaster Recovery		
4.10 Specific Project Tasks		
4.11 Deliverables		
4.12 Project Expectations		

This crosswalk links the numbered RFP sections to the sections and page numbers of the Contractor’s proposal. Contractor must complete this crosswalk completely for each numbered section in Section 4.

# Exhibit

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## H. Contractor Project Experience



*Delaware Health and Social Services*  
**Contractor Project Experience**

<b>Client</b>	
<b>Contact Name</b>	
<b>Telephone No.</b>	
<b>Location Street Address/City State/ZIP</b>	
<b>Location City/State</b>	
<b>Type of Facility</b>	
<b>Comparable Project Experience</b>	
<b>Current Status (WIP/Complete)</b>	
<b>Original Budget</b>	
<b>Completed Budget</b>	
<b>Original Schedule</b>	
<b>Completed Schedule</b>	
<b>Comments:</b>	
<p>Use one page per client. All clients will be used as references and all projects must be completed or work in progress. For projects in progress, state the estimated final budget and schedule dates based on current status. The Contact must be an administrative or managerial customer reference familiar with the Contractor's performance.</p>	

# Exhibit

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## I. Deliverable Acceptance Request (DAR)



# Exhibit

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## J. Contractor Contact Information



## Delaware Health and Social Services Request for Proposal

### Contractor Contact Information

The following information must be filled out and brought to the mandatory pre-bid meeting. Proposals submitted without prior submission of this form will not be opened. Multiple Contractor contacts may be specified.

#### Contractor Contact(s)

<b>Contact Name</b>	
<b>Email Address</b>	

#### Authorized Contractor Representative

<b>Printed Name</b>	
<b>Signature</b>	
<b>Phone Number</b>	
<b>Email Address</b>	

# Exhibit

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## K. Criminal Background Check Instructions

## Criminal Background Check Instructions

Contractor staff are required to request their own criminal history. For privacy reasons, the SBI and FBI will not mail the results to anyone except the requestor, so the results must be delivered to the DHSS Security Manager at the Biggs Data Center in a sealed envelope. Costs will be borne by the contractor.

1. Visit one of the State Police locations listed on the next page. **Note:** For the New Castle and Sussex locations, appointments may take up to six weeks to schedule.
2. Complete a SBI Personal Criminal History authorization form.
3. Present valid government-issued photo identification, such as a driver's license.
4. The State fee is \$45 and the Federal check fee is \$10, payable by cash or debit/credit card. (No personal checks).
5. The State Police will require you to fill out an FBI fingerprint card, which they will return to you after you have completed the fingerprint process.
6. Complete and sign the FBI Applicant Information Form to request the national record check. The form can be found on-line at <https://forms.fbi.gov/identity-history-summary-checks-review/q384893984839334.pdf>
7. Mail the Cover Letter and fingerprint card, along with an \$18 processing fee, payable by money order, certified check, or credit card. The FBI turnaround time is 3-6 weeks.
8. When you receive your reports at your home address, **DO NOT OPEN THE ENVELOPES**. If you break the seal on the envelopes, you will be responsible to go through the process again at your own expense.
9. Either hand-deliver or mail the **SEALED** FBI and SBI envelopes to:

DHSS Security Manager  
1901 N DuPont Highway  
Biggs Data Center  
New Castle, DE 19720

Mark envelopes as **CONFIDENTIAL**.

The results of the criminal background check will be reviewed and kept completely confidential. The total cost is \$73.

<b>New Castle County</b>	<b>Kent County (Primary Facility)</b>	<b>Sussex County</b>
<p><b>State Police Troop 2</b></p> <p>100 LaGrange Ave Newark, DE 19702 (Between Rts. 72 and 896 on Rt. 40)</p> <p><b>** By appointment only</b> To schedule an appointment: Phone: 302-739-2528 or Toll Free 1-800-464-4357</p>	<p><b>State Bureau of Identification</b></p> <p>655 Bay Road Blue Hen Mall and Corporate Center Suite 1B Dover, DE 19903 Customer Service: 302-739-5871</p> <p><b>** Walk-ins accepted</b> Hours of Operation Monday 9AM – 7PM Tuesday – Friday 9AM – 3PM</p>	<p><b>State Police Troop 4</b></p> <p>S DuPont Hwy &amp; Shortly Rd Georgetown, DE 19947 (Across from DeIDOT &amp; State Service Center)</p> <p><b>** By appointment only (every other Wednesday)</b> To schedule an appointment: Phone: 302-739-2528 or Toll Free 1-800-464-4357</p>

# Exhibit

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## L. Cyber Responsibilities, Liability and Insurance

## Cyber Responsibilities, Liability and Insurance

### A. Contractor Protection of Customer Data

1. The Contractor shall, at a minimum, comply with all Delaware Department of Technology and Information (DTI) and DHSS security standards identified in this Request for Proposals and any resultant contract(s).

### B. Definitions

#### Data Breach

1. In general, the term “data breach” means a compromise of the security, confidentiality, or integrity of, or the loss of, computerized data for the State of Delaware that results in, or there is a reasonable basis to conclude has resulted in:
  - 1.1 The unauthorized acquisition of personally identifiable information (PII); or
  - 1.2 Access to PII that is for an unauthorized purpose, or in excess of authorization,
2. Exclusion
  - 2.1 The term “data breach” does not include any investigative, protective, or intelligence activity of a law enforcement agency of the United States, a State, or a political subdivision of a State, or of an intelligence agency of the United States.

#### Personally Identifiable Information (PII)

1. Information or data, alone or in combination that identifies or authenticates a particular individual.
  - 1.1 Such information or data may include, without limitation, Name, Date of birth, Full address (e.g. house number, city, state, and/or zip code), Phone Number, Passwords, PINs, Federal or state tax information, Biometric data, Unique identification numbers (e.g. driver's license number, social security number, credit or debit account numbers, medical records numbers), Criminal history, Citizenship status, Medical information, Financial Information, Usernames, Answers to security questions or other personal identifiers.
2. Information or data that meets the definition ascribed to the term “Personal Information” under §6809(4) of the Gramm-Leach-Bliley Act or other applicable law of the State of Delaware.

#### Customer Data

1. All data including all text, sound, software, or image files provided to Contractor by, or on behalf of, Delaware which is occasioned by or arises out of the operations, obligations, and responsibilities set forth in this contract.

### **Security Incident**

1. Any unauthorized access to any Customer Data maintained, stored, or transmitted by Delaware or a third party on behalf of Delaware.

### **C. Responsibilities of Contractor in the Event of a Data Breach**

Contractor shall notify State of Delaware, Department of Technology and Information (DTI) and DHSS without unreasonable delay when the Contractor confirms a data breach. Such notification is to include the nature of the breach, the number of records potentially affected, and the specific data potentially affected.

1. 1 Should the State of Delaware or the Contractor determine that a data breach has actually occurred; the Contractor will immediately take all reasonable and necessary means to mitigate any injury or damage which may arise out of the data breach and shall implement corrective action as determined appropriate by Contractor, DTI and DHSS.
1. 2 Should any corrective action resultant from Section C.1.1 above include restricted, altered, or severed access to electronic data; final approval of the corrective action shall reside with DTI.
1. 3 In the event of an emergency the Contractor may take reasonable corrective action to address the emergency. In such instances the corrective action will not be considered final until approved by DTI.
1. 4 For any record confirmed to have been breached whether such breach was discovered by the Contractor, the State, or any other entity and notwithstanding the definition of personally identifiable information as set forth at 6 *Del. C.* § 12B-101 the Contractor shall:
  - 1.4.1. Notify in a form acceptable to the State, any affected individual as may be required by 6 *Del. C.* § 12B-101 of the Delaware Code.
  - 1.4.2. Provide a preliminary written report detailing the nature, extent, and root cause of any such data breach no later than two (2) business days following notice of such a breach.
  - 1.4.3. Meet and confer with representatives of DTI and DHSS regarding required remedial action in relation to any such data breach without unreasonable delay.
  - 1.4.4. Bear all costs associated with the investigation, response and recovery from the breach, such as 3-year credit

monitoring services, mailing costs, website, and toll free telephone call center services.

#### D. No Limitation of Liability for Certain Data Breaches

##### 1. Covered Data Loss

- 1.1 The loss of Customer Data that is not (1) Attributable to the instructions, acts or omissions of Delaware or its users or (2) Within the published recovery point objective for the Services

##### 2. Covered Disclosure

- 2.1 The disclosure of Customer Data as a result of a successful Security Incident.

3. Notwithstanding any other provision of this contract, there shall be no monetary limitation of Contractor's liability for the Contractor's breach of its obligations under this contract which proximately causes a (1) Covered Data Loss or (2) Covered Disclosure, where such Covered Data Loss or Covered Disclosure results in any unauthorized public dissemination of PII.

#### E. Cyber Liability Insurance

1. A Contractor unable to meet the DTI Cloud and Offsite Hosting Policy requirement of encrypting PII at rest shall, **prior to execution of a contract**, present a valid certificate of cyber liability insurance at the levels indicated below. Further, the Contractor shall ensure the insurance remains valid for the entire term of the contract, inclusive of any term extension(s).
2. Levels of cyber liability insurance required are based on the number of PII records anticipated to be housed within the solution at any given point in the term of the contract. The level applicable to this contract is: Level 2. Should the actual number of PII records exceed the anticipated number, it is the Contractor's responsibility to ensure that sufficient coverage is obtained (see table below). In the event that Contractor fails to obtain sufficient coverage, Contractor shall be liable to cover damages up to the required coverage amount.

Level	Number of PII records	Level of cyber liability insurance required (occurrence = data breach)
1	1-10,000	\$2,000,000 per occurrence
2	10,001 – 50,000	\$3,000,000 per occurrence
3	50,001 – 100,000	\$4,000,000 per occurrence
4	100,001 – 500,000	\$15,000,000 per occurrence
5	500,001 – 1,000,000	\$30,000,000 per occurrence
6	1,000,001 – 10,000,000	\$100,000,000 per occurrence

**F. Compliance**

1. The Contractor is required to comply with applicable security-related Federal, State, and Local laws.

**G. Media Notice**

1. No media notice may be issued without the approval of the State.

**H. Points of Contact – Data Breach**

1. State of Delaware

Department of Technology and Information  
Elayne Starkey, Chief Security Officer  
[elayne.starkey@state.de.us](mailto:elayne.starkey@state.de.us); 302.739.9631

DHSS  
John Pasquale, Chief Security Officer  
[john.pasquale@state.de.us](mailto:john.pasquale@state.de.us); 302.255.9180

# Exhibit

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## **M. Incident Communication, Performance Standards and Quality Management**

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## **Incident Communication, Performance Standards and Quality Management**

### **Incident Communication**

The Contractor must have a process to monitor and self-report incidents, such as errors and system downtime. The Contractor must provide timely communications of an incident including status updates.

Priority 1 Error (system unavailable, PII/PHI breach) - notification to state contacts within thirty (30) minutes of identification. Provide a status on error resolution every one (1) hour until resolved.

Priority 2 Error (serious production issues without a work around) — notification to state contacts within one (1) hour of identification. Provide a status of error resolution every two (2) hours until resolved.

Priority 3 Errors (significant production issue where work around is available) — notification to state contacts within four (4) hours. Provide a status of error once a day until resolved.

Priority 4 Errors (all others) notification to state contacts within six (6) hours of identification if during scheduled business hours otherwise beginning of next business day. Periodic updates as requested by the State.

All priority levels shall be subject to State review and approval.

Upon contract award or shortly thereafter, State shall supply contact information to the Contractor for reporting an incident.

### **Performance Standards and Quality Management**

The State needs to ensure that the EVV Contractor provides high quality services to our providers, members, and other stakeholders. The goal of this process is to provide a means to identify contractual performance problems and create a path to permanent resolution. This process focuses on long-term corrective action rather than immediate assessment of damages.

Performance standards are provided in a contract to maintain the quality of a Contractor's performance in critical areas of system functionality, administration, and operations. The Contractor will implement and operate an on-going quality management program that includes statistical measurement and reporting of performance standards. During the course of the Contract, performance standards will be measured and reviewed by DHSS.

The Contractor will be required to open an impact statement to track the resolution of performance failures. This process provides the Contractor an opportunity to correct an issue and institute technology or procedures to prevent further reoccurrence. Damages will only be assessed if the Contractor is unable to maintain the corrective action and the issue re-occurs.

DHSS will actively participate with the Contractor to identify resolutions, approve measurement results, request corrective action plans, and assess damages.

An independent, accredited auditing firm or qualified third party approved by DHSS may review all performance documentation on a schedule defined by DHSS.

**a. Actual and Liquidated Damages**

Damage may be sustained by the State in the event that the Contractor fails to meet the requirements of this Contract. In the event of default or the inability to maintain minimum standards as determined by DHSS, the Contractor agrees to pay the State for the actual cost of damages or the specifically outlined sums as liquidated damages as defined in this RFP. Liquidated damages are for those losses that DHSS cannot reasonably ascertain a specific dollar value but that have an impact on the agency or its stakeholders. Liquidated damages will not exceed 2.5 times the Contractor's monthly invoice to DHSS.

**b. Right to Assess Damages**

DHSS will assess damages based on its assessment of the Contractor's success in meeting required performance standards. The Contractor must provide evidence acceptable to DHSS to challenge the reimbursement to the State for actual damages or the amounts set forth as liquidated damages within 30 days.

DHSS will notify the Contractor in writing of the damage assessment. The amounts due to DHSS as damages may be deducted from any fees or other compensation payable to the Contractor or DHSS may require the Contractor to remit the damages within 30 days following the notice of assessment or resolution of any dispute.

**c. Dispute Resolution Process for Damage Assessments**

DHSS expects that any disputes arising under the Contract will be approached first through negotiations with State Management and second through an appeal to the Director of DMMA or his or her designee. Legal action should only be initiated if all of these mechanisms fail. The venue for any formal legal proceeding shall lie within the State of Delaware. Pending final determination of any dispute, the Contractor shall proceed diligently with performance of the Contract and in accordance with the direction of DHSS.

**d. Monthly Monitoring and Reporting of Performance Standards**

The Contractor and sub-Contractors must have processes in place to monitor compliance with all performance standards and to self-report monthly. Supporting information to justify the reporting must be made available to the State.

The State requires early agreement of a Microsoft Word document template for monthly performance reporting. The Contractor will be maintaining this on a SharePoint and provide access to state staff. In addition to the measurement, the document should contain each performance standard along with details about the performance standard as seen in the below examples. These examples also track the impact statements that occurred.

Example #1

<b>Title of Task</b>	<b>Produce Error Free System Reports</b>
Evaluation Frequency	Monthly
Task Definition	Produce administrative reports as agreed in the appropriate format and without errors. Upon identification of an error, the Contractor must correct the report within 5 days from the date of discovery.
Damages	If not corrected in 5 days a penalty of \$1,000 a month for each report will be assessed
Input/Resource	Report Management Module
Contractor Owner	Systems Lead Manager
Procedure	Present reports to users through the Report Management Module. Assure that reports do not fail to present data in a readable format. Assure that data presented is accurate. Identity and address impacts to all reports when performing maintenance or enhancements to the system.
Impact Incidents	<a href="#">20180715a</a> - Closed
2018-07	NOT MET – Table XYZ failed to update with complete data due to failure of end of week batch updates. Report data was inaccurate the week of 7/9 – 7/15 due to this failure.
2018-08	MET
2018-09	MET

### Example #2

<b>Title of Task</b>	<b>Call Abandonment Rate</b>
Evaluation Frequency	Monthly (Measured Weekly)
Task Definition	The Contractor must maintain sufficient customer service phone lines and customer service correspondent staff so that no more than 5% of the calls are abandoned.
Damages	\$100 for each point over 5.0% will be assessed in each week that the abandonment rate is not met.
Input/Resource	Avaya Contact Center Website Excel Report to calculate individual call centers
Contractor Owner	Call Center Manager
Procedure	Monitor Avaya dashboard hourly Pull Call center reports daily Load data to excel tracking spreadsheet and sort by location remove location #8 Calculate Delaware's call information including Abandonment Rate
Impact Incidents	<a href="#">20180609a</a> – Closed <a href="#">20180920a</a> - Open

Title of Task	Call Abandonment Rate
2018-06	NOT MET 07/30 - 09/02 = 7.86% MONTH 07/30 - 08/05 = 6.63% 08/06 - 08/12 = 7.35% 08/13 - 08/19 = 7.66% 08/20 - 08/26 = 9.09% 08/27 - 09/02 = 8.12%
2018-08	MET 08/03 – 08/30 = 4.30% MONTH 08/03 – 09/08 = 4.50% 08/11 – 08/15 = 4.02% 08/17 – 09/21 = 3.98% 09/24 – 09/29 = 4.68%
2018-09	NOT MET 09/03 – 09/30 = 4.33% MONTH 09/03 – 09/09 = 7.92% 09/10 – 09/16 = 3.98% 09/17 – 09/23 = 2.45% 09/24 – 09/30 = 3.00%

The performance standard requirements with damages are identified in Appendix X

#### e. Impact Statement

An impact statement is submitted to the State to report failures to meet contractual service level agreements. This document is submitted to the State to identify the issue that occurred, the impact the issue had on business and stakeholders, the resolution steps, the resolution schedule, and a corrective action plan. The purpose of this process is to have a formal method to track compliance issues and assure that problems do not persist and are not repeated.

An impact statement contains the following information:

- A unique identifier to track the incident.
- Tracking number nomenclature:
  - a. SLA-related event: YYYYMMDD\_SLA##. #\_Title Self-Reporting-Period (for example, 20181118\_SLA10.5\_CallAbandon\_OCT.docx)
  - b. Non-SLA event: YYYYMMMDD\_Title\_Self-Reporting-Period (for example, 2018118\_Outlook\_OCT.docx)
  - c. Note: Title is a one-to-two-word short description to identify area or event.
- The date of the incident
- The Contractor contact for the incident
- The start and stop time of the incident
- The duration of the incident

- Description of the incident
- Cause of the incident
- The impact of the incident on operations, the system, and stakeholders (providers, State staff, members, etc.)
- Specific steps the Contractor had taken or will take to resolve the incident, including a schedule of the steps to resolve.
- Corrective Action Plan to assure the incident does not reoccur

**f. Corrective Action Plan**

For failure to meet a performance standard, the impact statement must include a corrective action plan (CAP). The CAP outlines the system, policy, administrative, and/or operational changes that the Contractor will make to prevent re-occurrence of the problem. The CAP must include a schedule for completing the steps that will permanently implement the corrective action. Failure to abide by the CAP, including the schedule, will cause the State to seek damages for the failure of the performance standard.

**g. Performance Standard Failure Process**

When a performance standard has not been met the process is as follows:

1. The Contractor or the State will identify the problem
2. The Contractor will commence an investigation to identify the root cause(s) of the failure and resolution.
3. Provide the State an Impact Statement no later than five (5) workdays after the failure has been identified, that at minimum, identifies a tracking ID, description of the issue that was found to not be in compliance, the root cause of the failure, and any additional information known at the time.
4. The Contractor must submit an updated impact statement containing the CAP for approval within 10 business days of issue identification.
5. DHSS will review the impact statement and CAP and approve or disapprove within 5 business days of receipt.
6. Should DHSS disapprove of the CAP, the Contractor has 3 business days to make the suggested changes.
7. Once Approved by DHSS, the Contractor must implement the CAP within the schedule proposed.
8. The Contractor will advise the State, at frequent intervals, of the status of the resolution, as well as the progress for implementing the corrective action.
9. DHSS will continue to monitor the original compliance issue, which will include reviewing the CAP.
10. Should the Contractor be found non-compliant after a CAP has already been in place, damages will be assessed for the non-compliance and the Contractor must complete a new impact statement process with a new CAP.

**h. Quality Management Plan**

The Contractor will develop a working Quality Management Plan and make it available to the State. This plan should identify the quality management team and the activities they perform to meet the performance standards. This plan should include specifics about performance management and key decisions that the Contractor and the State make pertaining to performance management under this contract. The document can also contain references, definitions, abbreviations, and audit schedules.

<b>1. Title of Task</b>	<b>Quality Management Program</b>
Frequency	Monthly-Report must be submitted within 10 business days of the last day of the month.
Task Definition	The Contractor in cooperation with its Contractors will implement and operate an on-going quality management program at no additional cost to DHSS for measuring and reporting performance. Under the Contractor's initiative or when requested by DHSS, Impact Statements with corrective action plans will be documented and implemented.
Damages	Damages may be assessed for failure to meet the standard will equal a \$4,000 per month reduction.
<b>2. Title of Task</b>	<b>Quality Management Audits</b>
Frequency	Monthly
Task Definition	DHSS reserves the right to audit quality management reports and processes at a duration and schedule based on DHSS discretion. DHSS may perform unscheduled audits. DHSS may also have a qualified third party perform reviews of the Contractor's audit.
Damages	Damages may be assessed for failure to meet the standard will equal a \$2,000 per month reduction.
<b>3. Title of Task</b>	<b>Certification</b>
Frequency	One Time
Task Definition	Failure to receive Certification at the earliest certification schedule approved by CMS and DHSS retroactive to implementation will constitute failure to substantially perform and will result in the assessment of damages. The certification date, which is determined by CMS, is not appealable and cannot be challenged by the Contractor.
Damages	Damages for failure to meet the standard will equal the difference between the 75% allowable FFP for operations and the 50% FFP available to the State for operations without certification. The damages will be assessed for any period of time that the system cannot receive the enhanced FFP.

<b>4. Title of Task</b>	<b>Maintain Certification Standards</b>
Frequency	Monthly
Task Definition	The standards employed in solution that caused the system to be deemed certifiable and compliant must be maintained. Once the system is certified, those standards must continue to be enforced after CMS approval unless otherwise approved by the State.
Damages	Damages may be assessed for failure to maintain the processes and standards that allow the solution to comply with certification requirements and HIPAA compliance. The liquidated damages will be \$1,000 for each business day the system is out of compliance.

<b>5. Title of Task</b>	<b>Named Staff Vacancy: 90-Calendar Day</b>
Frequency	Monthly
Task Definition	Positions that are designated as Named Staff shall not remain vacant for more than 90 calendar days. Named Staff positions will not be filled with employees who will fulfill the roles and responsibilities of the position in a temporary capacity while maintaining responsibilities for another position. DHSS must approve all Named replacement staff as needed. Named replacement staff must meet the minimum qualifications for the position as defined in the RFP.
Damages	DHSS may reduce payments to the Contractor in the amount equal to the vacated position's pay rate for the time period the position is vacant, after the 90 calendar day grace period.

<b>6. Title of Task</b>	<b>Call Center Availability</b>
Frequency	Monthly
Task Definition	The Contractor will ensure that the call center system is available ninety-nine and one half percent (99.5%) of the time per month. The Customer Service Call Center will be available 24 hours a day, 7 days a week, for the life of the contract.
Damages	\$1000 in damages will be assessed for each percentage point below the requirement.

<b>7. Title of Task</b>	<b>Call Center Reporting</b>
Frequency	Weekly-Must be submitted within 5 business day of the last day of the week.
Task Definition	Contractor shall supply weekly administrative reports detailing the performance of the call center that include call volume, average duration of call, average hold times, and abandonment rate.
Damages	\$1,500 in damages will be assessed for failure to meet the standard.

<b>8. Title of Task</b>	<b>Call Center Phone Inquiries</b>
Frequency	Monthly
Task Definition	The Contractor shall ensure that online and telephonic inquiries are resolved in no more than 24 hours.

<b>8. Title of Task</b>	<b>Call Center Phone Inquiries</b>
Damages	\$500 in damages will be assessed for each failure to meet the standard.
<b>9. Title of Task</b>	<b>Call Abandonment Rate</b>
Frequency	Weekly
Task Definition	The Contractor must maintain sufficient call center phone lines and support staff so that no more than 5% of the calls are abandoned.
Damages	\$500 in damages will be assessed for failure to meet the standard.
<b>10. Title of Task</b>	<b>Reporting</b>
Frequency	Monthly
Task Definition	The System is expected to generate a variety reports. The System must produce accurate EVV system reporting. DHSS will notify the Contractor if any error in a report is detected. The Contractor must correct the report in 10 days.
Damages	If not corrected within 10 days of notification a penalty of \$1,000 a month for each report may be assessed.
<b>11. Title of Task</b>	<b>EVV Solution Availability</b>
Frequency	Monthly
Task Definition	The Production EVV solution and all ancillary system components must be available 24x7 except for DHSS approved system maintenance time.
Damages	\$1,000 per hour will be assessed after one hour per month of any system failure.
<b>12. Title of Task</b>	<b>System Activity Monitoring and Reporting</b>
Frequency	Weekly
Task Definition	The Contractor will establish and share application performance scores that identify: <ul style="list-style-type: none"> <li>• Transaction time trends in terms of satisfactory, tolerable, or slow responses;</li> <li>• System usage trends that identify application and web request volume; and</li> <li>• Application exceptions, failures and error trends.</li> </ul>
Damages	\$200 per day for each day the monthly report is not produced and made available to the State.

<b>13. Title of Task</b>	<b>General Maintenance / DTI Enterprise Standards and Policies</b>
Frequency	Monthly
Task Definition	<p>General Maintenance tasks include the best practices adopted by the Department of Technology and Information (DTI), through the Technology and Architecture Standards Committee (TASC). The Contractor will develop solutions using architecture, software, and hardware deemed to be in a Standard or Acceptable category by DTI. When an architecture, software, or hardware is moved to a category of discontinue the Contractor must develop a plan to move to a solution considered Standard. DHSS expects contractors to monitor the applicable sections of DTI Enterprise Standards and Policies website and maintain these standards throughout the life of the contract. These standards are applicable to all Information Technology use throughout the State of Delaware.</p> <p><a href="#">DTI Enterprise Standards and Policies</a> announcements</p> <p>Subscribe to alerts (email address and instructions to subscribe at top of the DTI Enterprise Standards and Policies page)</p>
Damages	\$100 for each week that the standard was not met according to the approved Contractor upgrade plan.

<b>14. Title of Task</b>	<b>Business Continuity and Contingency Plan (BCCP)</b>
Frequency	Annually
Task Definition	The Contractor must maintain a DHSS approved BCCP Plan. The plan must meet state standards. The plan must be available to CMS, DHSS, or State auditors at all times. The plan must be updated at least annually and provided to DHSS electronically prior to the end of each Calendar year.
Damages	\$200 per day for each day the plan is not made available to the State.

<b>15. Title of Task</b>	<b>Resumption of Operations</b>
Frequency	One-time or when needed
Task Definition	All critical operations must be clearly defined in the Contractor's DHSS approved BCCP and must resume within 5 workdays following a disaster
Damages	Damages of \$5,000 per day may be assessed for each day following a disaster that the system, call centers, and all ancillary processes have not resumed.

<b>16. Title of Task</b>	<b>Data Backups</b>
Frequency	Weekly
Task Definition	Backup of all system database tables, data, and files must occur on a daily basis to preserve the integrity of both historical and current data.
Damages	\$200 per calendar day for each system item that was not successfully backed up.

<b>17. Title of Task</b>	<b>Disaster Recovery Demonstration</b>
Frequency	Annually
Task Definition	<p>The Contractor must perform an annual disaster recovery demonstration and a review of the disaster recovery backup site, procedures for all offsite storage, and validation of security procedures, following State DHSS requirements. Demonstration and review:</p> <ol style="list-style-type: none"> <li>1. Will be conducted once per State Fiscal Year, but no earlier than 9 months after the last review.</li> <li>2. Must be completed and a report submitted to DHSS within 15 calendar days of the review.</li> </ol>
Damages	\$200 per calendar day after June 30.

<b>18. Title of Task</b>	<b>SSAE Complete and Deliver Audit Report</b>
Frequency	Annually
Task Definition	<p>The Contractor must complete and deliver a report on Controls Placed in Operation and Tests of Operating Effectiveness audit performed under Statement on Standards for Attestation Engagements (SSAE) No. 16, and International Standards on Assurance Engagements Report on Controls at a Service Organization (ISAE) 3402 Reporting on Controls at a Service Organization to DHSS by September 30 of each year. DHSS will specify the control objectives. Reporting is to begin upon Solution implementation.</p>
Damages	\$200 per calendar day

<b>19. Title of Task</b>	<b>Proposed Corrective Action Plan to SSAE Audit</b>
Frequency	Annually
Task Definition	<p>The Contractor must respond with a proposed corrective action plan to the SSAE audits within 30 calendar days of receiving the audit report, if necessary. The Contractor must complete implementation of the State-approved corrective action plan within 40 calendar days of approval unless otherwise specified by the state. DHSS must approve the coverage period and auditor selected for the audit.</p>
Damages	\$200 per calendar day

<b>20. Title of Task</b>	<b>Conduct Risk Analysis</b>
Frequency	Annual
Task Definition	<p>The Contractor must perform a National Institute of Standards and Technology (NIST) risk analysis to ensure that appropriate, cost-effective safeguards are incorporated into existing systems. A report evaluating risk against NIST 800-30 v1, or current NIST guidance, detailing the review will be provided to DHSS within 60 days of completion of each review. In addition to these periodic reporting, the Contractor must perform a gap risk analysis and report results whenever major system changes occur. Reports are due by October 1 of each year.</p>
Damages	\$200 per calendar day

<b>21. Title of Task</b>	<b>System Documentation</b>
Frequency	One Time with ongoing updates
Task Definition	The Contractor is responsible for providing complete, accurate, and timely documentation for the Solution, per DHSS specifications. All documentation must be provided to DHSS in final form 30 calendar days prior to start date of operations for all Solution functions and be approved by DHSS. The documentation must be maintained as system updates occur.
Damages	\$200 for each State of Delaware business day, or any part thereof, from the date documentation was due until approved and accepted by DHSS.

<b>22. Title of Task</b>	<b>Project Deliverables</b>
Frequency	Monthly
Task Definition	Copies of each deliverable, as defined in the approved work plan must be delivered to DHSS in final form on the date specified in the work plan. DHSS requires an electronic copy of all deliverables. The electronic copy must be in Microsoft (MS) Word format or other application software as requested by DHSS. All deliverables must be in a format approved by DHSS and meet content requirements specified or as subsequently defined by DHSS.
Damages	\$500 per business day that the deliverable is late or unacceptable.

<b>23. Title of Task</b>	<b>Key Dates: DDI</b>
Frequency	One-Time
Task Definition	The Contractor is required to meet all deliverable dates, including the “go live” date identified in the approved work plan. If, for any reason, the Contractor is delayed in meeting these key deliverable dates and a prior updated work plan is not approved by DHSS, damages will be assessed. Approval of a work plan modification does not waive DHSS’s ability to impose damages if warranted by other sections of the Contract.
Damages	\$500 per State of Delaware business day, or any part thereof, may be assessed for each day of delay that a key date is not met.  DHSS retains the right to access actual damages for failure to meet key dates.

<b>24. Title of Task</b>	<b>Compliance with Other Material Contract Provisions</b>
Frequency	Monthly

<b>24. Title of Task Compliance with Other Material Contract Provisions</b>	
Task Definition	<p>The objective of this standard is to provide DHSS with an administrative procedure to address general Contract compliance issues that are not specifically defined as performance requirements listed above, but are Contractor responsibilities contained in Section 4 Contractor Responsibilities/Project Requirements.</p> <p>DHSS staff may identify Contract compliance issues resulting from deficiencies in the Contractor's performance through routine contract monitoring activities. If this occurs, DHSS will notify the Contractor in writing of the nature of the performance/compliance issue and the Contractor will utilize the CAP process in order to correct such performance/compliance issue.</p>
Damages	Damages may be assessed if Contractor has not corrected the performance/compliance issue after completion of the CAP process of up to \$500 per business day reduction, applied to the Contractor's monthly invoice until the Contractor has corrected the performance/compliance issue.

<b>25. Title of Task Delivery and Installation of Devices-At Implementation</b>	
Frequency	Monthly
Task Definition	The Contractor shall install and/or deliver devices for all impacted members no later than thirty days prior to the date of the EVV System implementation.
Damages	\$100 a day for each day after day 30 devices are not delivered and installed.

<b>26. Title of Task Delivery and Installation of Devices-Post Implementation</b>	
Frequency	Monthly
Task Definition	After initial EVV system implementation, for members newly receiving services that require EVV, the Contractor shall install and/or deliver the device within 48 hours of notification by service provider agency.
Damages	\$100 a day for each day after 48 hours that devices are not delivered and installed.

**27. Title of Task Delivery and Installation of Devices-New Programs/Services**

Frequency	Monthly
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Task Definition	For those programs or services that are newly subject to EVV, the Contractor must install the devices of all impacted members no later than fourteen days prior to the date the EVV System is implemented for the service or program.
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Damages	\$100 a day for each day after 14 days that devices are not delivered and installed
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**27. Title of Task Device Repair and Replacement**

Frequency	Monthly
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Task Definition	The Contractor must repair or replace EVV devices, as necessary, within 48 hours of receiving notification of damaged, lost or stolen equipment, or the need for device repair or replacement.
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Damages	\$100 a day for each day after 48 hours that devices are not delivered and installed.
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**28. Title of Task Response Time**

Frequency	Monthly
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Task Definition	The Contractor's EVV Systems response time for adding, updating, or deleting data from operational components shall not exceed three seconds per action 90% of the time. Performance is measured by measuring individually the adding, editing and deleting of data. Measure from action to completion of process. Validate 1) appropriate action to data was completed and 2) Review action history for timing.
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Damages	\$1,000 a month any month 90% standard is not met.
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**29. Title of Task Real Time Alerts**

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Frequency Monthly

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Task Definition The Contractor's EVV System shall send near real time (within 3 seconds 99% of the time) alerts.

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Damages \$1,000 a month any month 99% standard is not met.

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