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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-19-042**

**FOR**

**Delaware Early Childhood Record System (DECRS)**  
*(A Highly Configurable COTS/SaaS/Hosted Solution)*

Replacement Approved Business Case Number is "BC0001274"

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# 1 Project Overview

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## 1.1 Background and Purpose

Birth to Three intends to procure a highly configurable COTS/SaaS (Case Management System) solution to provide early childhood intervention services and support for infants and toddlers with disabilities and developmental delays and their families.

The creation of an electronic Case Management System (CMS) will allow for more efficient data recording, data reporting, and better individualized interaction with the birth to three client population. An electronic records system provides ease of access to documentation to authorized individuals. Ease of workflow, confidence of data retention and comprehensive and accurate reporting are essential and need to be made readily available. The Individuals with Disabilities Education Act (IDEA) of 2004 requires data collection and distribution of comprehensive reports to ensure clients receive services to which they are entitled. The primary purpose of the system will be to increase efficiency and assure timeliness of assessments, services and transition activities for children enrolled in the program as mandated under IDEA.

As for business process, business/clinics seek a case management system with ease of use for staff, ease of tracking for supervisors and management, ease of reporting, and assistance with compliance checks.

The Division of Public Health and Division of Management Services coordinate with the Division of Medicaid and Medical Assistance for reimbursement and eligibility verification.

Reimbursement of funds to the programs have been delayed. Eligibility verification concerns have resulted in non-efficient service provision for the Birth to Three population. The current case management system does not allow for multi-internet platform access. Internet Explorer 11 is the only point of access that allows the system to run at maximum capacity. The system does not allow for accurate and easy reporting, confidential data retention, or external user access. Efficient billing methods and accurate tracking measures for staff efficiency and compliance are also not currently available. The system cannot interact with other federally mandated programs as required by Birth to Three for collaboration.

To meet minimum requirements of data retention and reporting business/clinics have had to modify their daily practices to incorporate potential data system issues. Multiple spreadsheets have been created to track and retain data to ensure that client information is not lost. Staff providing assessments for clients have created templates for documentation because the system is sporadic in saving entered data in forms specifically created for that purpose. Continual training and technical assistance is required when users attempt to use an internet platform other than Internet Explorer 11. The majority of the mandatory IDEA reports are hand mined and cleaned before submission. The reports that are able to be pulled show inconsistent data and cause inaccurate information to be reported out. Billing and program eligibility information must also be hand mined for validity and tracking.

Birth to Three proposes to procure a new case management system (CMS) to work within business processes, clinic and family needs and required reporting. The new case management system will address and remove the obstacles that have been identified with the current case management system, which cannot be fixed. The system will address ease of staff access; multiple authorized user access, valid and efficient reporting abilities to include ad hoc reports. It will provide better billing/reimbursement programming, tracking compliance points for staff, supervisors, and managers; provide consistent transition data for children exiting the program and will add to the potential for growth in technology.

The early childhood intervention case management system will meet the following Federal and State requirements:

- IDEA (see Exhibit C – Website Links),
- FERPA (see Exhibit C – Supporting Policy Documents),
- HIPAA (see Exhibit C – Supporting Policy Documents),
- All IT products and services delivered as part of this Agreement must conform to the State IT Policies, Standards, and Procedures

## **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 (DSAMH)
- Division of Child Support Services (DCSS)
- Division of Health Care Quality (DHCQ)
- Division of Management Services (DMS)
- Division of Developmental Disabilities Services (DDDS)
- Division of Public Health (DPH)
- Division of Services for Aging and Adults with Physical Disabilities (DSAAPD)
- Division of Social Services (DSS)
- Division of Medicaid and Medical Assistance (DMMA)
- Division of State Service Centers (DSSC)
- Division for the Visually Impaired (DVI)

### **2.2 The Division**

The Division of Management Services (DMS) mission statement is to provide high-quality leadership and technical expertise in DHSS through efficient and cost-effective management of human, financial information, evaluative and facility resources. The Division of Management Services strategic focus is to leverage departmental resources so that the DHSS divisions can focus on serving the citizens of Delaware as they work to be the lifeline to the frontline.

Birth to Three, an administrative unit under The Division of Management Services, supports a coordinated system of Early Intervention as outlined in Part C of IDEA. This system provides resource and policy information concerning services for children ages birth to three years with disabilities or developmental delays and their families. Through Child Development Watch and the Division of Public Health, the system is required to provide; assessments, service coordination, Individualized Family Service Plans, and referrals to early intervention providers. The system assists families in coordinating services based on their child's disability or delay. Eligibility is based on; diagnosis, parent report, observation, and degree of developmental delay. It is an entitlement program regardless of income. Child Development Watch staff members are required to assist families with a smooth transition from CDW/Part C services. These services include, but are not limited to; school district/Part B services, and/or external community resources. An example of Delaware community resources are, Parents as Teachers, Head Start, and Stay and Play groups.

Birth to Three is a statewide, comprehensive, coordinated, multidisciplinary, interagency system that provides early intervention services and supports for infants and toddlers with disabilities and developmental delays and their families.

DMS staff provide overall management for the system and ensure compliance with the federal requirements of the Part C section of IDEA which provides funding to help support the system.

Children and their families receive early intervention support and services by Child Development Watch within the Division of Public Health (DPH), with staff drawn from DPH, DDDS, DMS and contractors. Major external partners, through interagency agreements and contracts, are Department of Education; Department of Services for Children, Youth and Their Families; and other community childhood early intervention providers.

### **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. IRM will serve as the liaison with DTI (see below). 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 who 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.

#### **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 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 as the division liaison between IRM and Contractor technical staff with program staff. They typically translate business needs 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

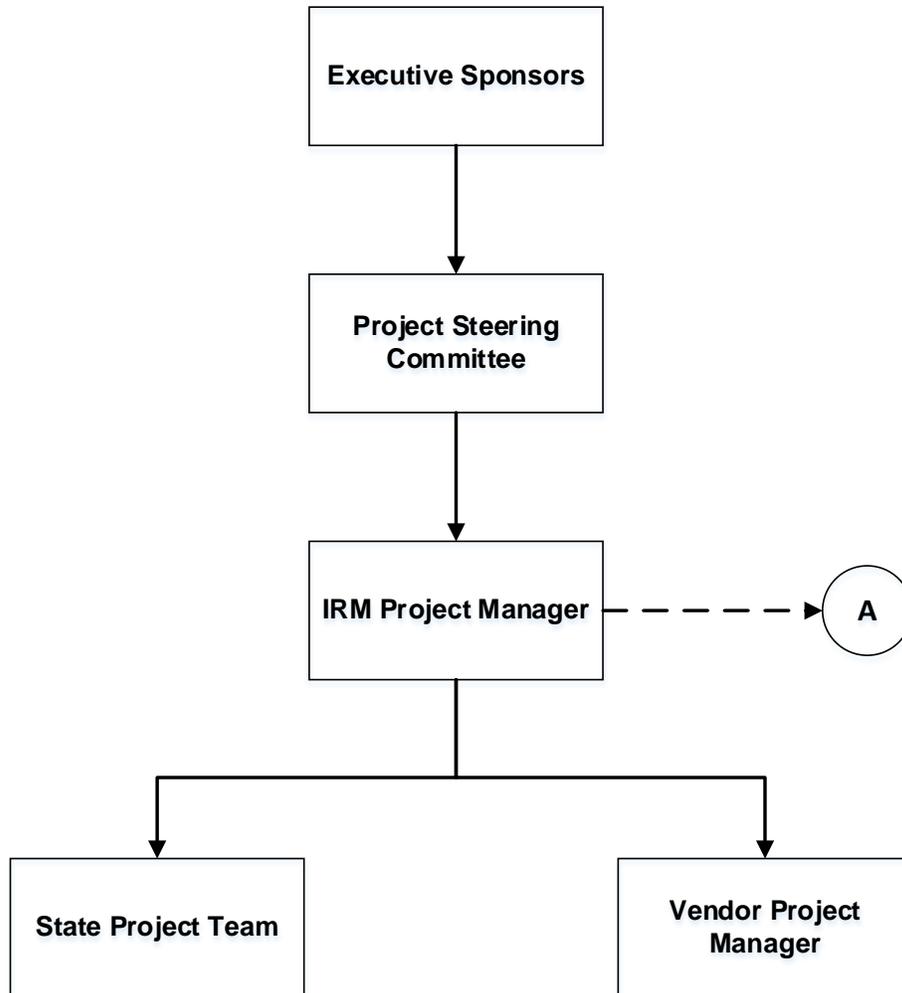
The Project Director will serve as primary coordinator to ensure that **Functional Requirement gathering sessions** and Joint Application Design (JAD) sessions take place with the appropriate subject matter experts (SME), that project documents and deliverables are thoroughly reviewed and that approval 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 made up 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 or Project Manager 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 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 C 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 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 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 Requirements

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The following are contractor responsibilities and project requirements under this RFP. Please note that specific roles, responsibilities and expectations for DHSS staff under this initiative should be delineated in Section 3.

The contractor is expected to provide most of 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.

Contractors must have demonstrated experience and depth in the following areas:

- ***Successful implementation of an Early Childhood Intervention Case Management Systems in two or more State governments.***
- ***Product solution cannot exceed 15% customization of the proposed solution***
- ***Product solution must have a separate reporting environment***
- ***Successful, accurate data extraction and reporting which meets federal Reporting requirements under IDEA Regulations (Section 618) in addition to system must provide on demand ad-hoc reporting capabilities***
- ***Product solution capable of two-factor authentication***
- ***Legacy system data conversion***
- ***Maintenance & Support costs must include a fixed number of product enhancements (change requests) or the addition of configuration items***

### 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 specific 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 (***will be on-site at least 80% of the time***)

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 appropriate experience be proposed.

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

The contractor project manager is normally on-site and manages the project from the contractor perspective and is the chief liaison for the DHSS Project Director. The Project Manager has authority to make the day-to-day project decisions from the contractor firm perspective. This contractor project manager is expected to host meetings with Division Subject Matter Experts (SME) 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 expected to host other important meetings and to 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 by noon the day prior to the next meeting. Key decisions along with Closed, Active and Pending issues will be included in this document as well. 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.

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. Contractor must supply at least a primary and a backup Help Desk function during the UAT, production Implementation and the warranty timeframe. These staff will provide second-level support during DHSS business hours to callers with system issues. The DHSS Help Desk will provide first-level support. This generally includes resolution of issues such as network connectivity, application log in problems and general PC advice. The contractor will provide second level support. This will be more system-specific and require application expertise. Specific system issues may be referred to third-level divisional support for SME expertise.

## **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 by any 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 high level project plan must be created and included as part of this proposal.

For custom development, 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 early childhood intervention case management system will meet the following Federal and State requirements:

- IDEA (see Exhibit C – Website Links),
- FERPA (see Exhibit C – Website Links),

- HIPAA (see Exhibit C – Website Links),
- All IT products and services delivered as part of this Agreement must conform to the State IT Policies, Standards, and Procedures (Exhibit C – Website Links)

## 4.4 Security Requirements

### 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 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.

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 System Integration Testing (SIT) level for integration testing. Formal UAT approval is required for scheduling production implementation.

### 4.4.3 DHSS Hosting Requirements

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 Requirement to Comply with State Policies and Procedures**

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.

- Please 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 will 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.delaware.gov](mailto:sysarch@lists.delaware.gov)

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.

#### **4.4.3.2 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.

#### **4.4.3.3 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.

#### **4.4.3.4 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.

#### **4.4.3.5 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.

#### **4.4.3.6 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.

#### **4.4.3.7 Mandatory Inclusions for DHSS Hosting**

##### **4.4.3.7.1 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.

##### **4.4.3.7.2 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. Please use the following format:

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

**4.4.3.7.1 3<sup>rd</sup> Party Authentication**

The contractor must include a list of any 3rd party authentication solutions or protocols that they support.

**4.4.3.7.2 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.

**4.4.3.7.3 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.

**4.4.3.7.4 Securing DHSS Data**

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

**4.4.4 Cloud/Remote Hosting Requirements**

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**

DTI publishes two agreement templates for hosting data and/or systems. The first is the Delaware Cloud Services Terms and Conditions Agreement and the second is the Delaware Data Usage Terms and Conditions Agreement. The Cloud Services Agreement is for utilizing offsite or cloud facilities and services and the Data Usage Agreement covers proper treatment of State data when stored and/or processed offsite. Both agreements have columns identifying which provisions are mandatory depending on whether the data is Public or Non-Public.

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

Contractor is instructed to review the two agreements and sign and 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 Conditionally	While we can agree to the minimum necessary 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.

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 needs 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.

##### **4.4.4.5 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?

**4.4.5 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/Personal Identifiable Information (PII)/ electronic Protected Health Information (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.

**4.4.6 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 and Training environments. 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. 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**

DHSS prefers to have a system with a web front-end for a common user interface. Web browser based applications are now considered the only acceptable platform for custom applications development. For proposed COTS (Commercial off the Shelf) solutions, DHSS prefers those that are web browser based and that:

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

#### **4.5 Reporting**

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. Contractors will include a corresponding system architecture diagram in their proposal

Reporting (sample reports will be provided to the selected vendor)

- A. Required Federal Reports from the OSEP (Office of Special Education Programs)
  1. Annual Child Count
  2. Annual Performance Report
  3. State Performance Plan

4. Annual Grant Application
5. Transition Report
6. Child Outcomes
- B. Required State Reports
  1. Monthly Progress Report
  2. Caseload Reports
  3. Compliance Report
  4. Data Integrity Report
  5. Billing/Encounter Information
  6. Family Service Coordinator Encounter Information
- C. Program Reports (forms)
  1. Clinic Appointment Schedules
  2. Individual IFSP (Individualized Family Service Plan)
  3. Assessment Report
  4. Caseload Reports
  5. Child Outcome Summary Forms
  6. Compliance Reports

#### 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.

#### 4.7 Degree of Customization

If bidding a purely custom solution, please respond to this section as follows: **“Bidding a custom solution. Degree of customization is not relevant to this proposal.”**

Otherwise, please comply with the following requirements.

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. 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:

**Degree of Customization =**  
(Total Customization Hours / Total Development Hours) \* 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

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%, contractor will inform the CCB and they will take action to either scale back or disapprove 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.

#### **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.

See Sections 4.13 for the specific functional requirements.

## 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>
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<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>
	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 then 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.

##### **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 staff 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.

##### **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.

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. 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 UAT 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.

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 is 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 a requirement under this contract. The business will have to consider what legacy data is necessary for conversion and what legacy data can be archived. If data will be archived, a retrieval solution must be designed and

implemented. Consideration must be given to ETL (Extraction, Transformation and Loading) processes for conversion. The Contractor will be required to provide a data model in Microsoft Visio format. Conversion controls, especially the monitoring and proof of data mapping and initial conversion results, are very important to ensure that the transactional source data converted into the system is accurate prior to implementation. Initial and ongoing conversion controls and balancing procedures must be described as well as addressing additional data elements per request as determined through JAD sessions.

The quality of the legacy data must be assessed. Assuming that data cleanup will be necessary, Contractor will indicate in this section what data cleanup processes they will be responsible for and what processes DHSS will be responsible for. Data cleanup must be completed prior to UAT and should be substantially complete as early as possible in SIT. This must be reflected in the baseline project plan.

#### **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.

#### **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 3<sup>rd</sup> 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 public-facing web applications, there must be a non-English language option at the logon screen for users to choose in order to display a native language version of the application (example, Spanish and Creole). Vendor 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®.

#### **4.13 Functional Requirements the Division/Program**

Electronically store and maintain data to include core data elements from the following areas:

- A. Child demographic and attribute (to include medical and insurance) information
- B. Child referral information
- C. Child assessment information
- D. Child program information
- E. Child eligibility information
- F. Plan of care information
- G. Case management information (progress notes, correspondence records)
- H. DHSS assigned unique identification number (MCI#)
- I. DOE assigned student identification number (DELSIS#)
- J. Early childhood transition information

#### **Maintain data to support program business processes:**

- A. Intake process – CENTRAL INTAKE – Single point of contact for referral per North or South designation.
  - 1. Call, email, walk-in, fax from parent, hospital, physician, community agency
  - 2. Information collected: demographic of child and family, developmental and health concerns of infant/child, insurance information, school district of residence and child care

- B. Assignment of case to Family Service Coordinator** based on items identified on referral information (i.e. concerns/needs of child).
- C. Initial contact** by Family Service Coordinator Via phone call, email, or courtesy visit to home
  - 1. Schedules Home visit
  - 2. Discusses program, reviews family rights, natural environment, transition process
  - 3. Completes family assessment, consent, and insurance paperwork
  - 4. Schedules Multi-Disciplinary Assessment (MDA)
- D. Multi-Disciplinary Assessment (MDA)** completed within 45 calendar days of initial referral to determine if child is Part C eligible (as Delaware defines under the Individuals with Disabilities Education Act). Method of eligibility determination:
  - 1. Assessment tool which identifies developmental delays,
    - a) Part C Eligible and / or Ineligible for Part C
  - 2. Informed Clinical Opinion of the assessment team,
  - 3. Established Condition: determination based on a condition which is included on a list of Established Conditions
- E. An IFSP (Individualized Family Services Plan)** is developed once Part C eligibility is determined. It is the child's plan of care under Part C of IDEA which must be completed within 45 calendar days of initial referral (or documentation is available on reason for delay).
  - 1. Enhancement:
    - a) Screen to document IFSP delays
    - b) Screen containing closure information to be created
- F. Service** intervention referrals are made to early intervention providers for intervention services; currently done via fax or email
  - 1. Intervention services are expected to start within 30 calendar days of consent/release of information from the family to the early intervention provider.
    - a) If service does not start within 30 days, system must collect reason for delay
    - b) If service never starts, system must be able to indicate this and chart needs to be flagged.
    - c) If service is still needed, additional referrals are made and tracked
    - d) If service is no longer needed, service coordinator will discuss with supervisor for potential closure
  - 2. Service expectations
    - a) Therapy reports/progress reports and assessment reports received to become part of the child's records
    - b) Capture of actual referral, actual service start and actual service end date
  - 3. Enhancement
    - a) System auto-generated referral with supporting documentation
    - b) Screen/Report to track referral
    - c) Screen/report to document delays and trigger alert flag

**G. Early Childhood Transition to School District Services**

1. Children potentially eligible for Part B services (special education services through the Department of Education (DOE)) must have a transition meeting which is
  - a) Coordinated with the child’s school district of residence & child care, and
  - b) Is to be held between 9 months and 90 days prior to the child’s third birthday.
2. Enhancement
  - a) Screen to track transition process

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.

**Data system should include, at a minimum:**

**Central Data Module**

Item	Requirement
1	Ability to select standard information not limited to gender, race, ethnicity, preferred language, in a dropdown selection list format
2	Ability to collect all child demographic and detail information identifying the child
3	Ability to collect parent details (names, phone numbers, email, and address of parents / guardians) and preferred method(s) of contact
4	Ability to link and cross reference child demographic information with parent/guardian information
5	Ability to collect address details (residential and mailing address of child and parent / guardians)
6	Ability to collect and track current and historical assignments of Family Service Coordinator
7	Ability for a staff member dashboard view to include but is not limited to:
	Children on caseload
	Children awaiting initial Multi-Disciplinary Assessment (MDA) evaluation
	Children awaiting eligibility determinations
	Children determined eligible; with outstanding Initial Child Outcome Summary
	Children determined eligible; awaiting initial Individual Family Service Plan (IFSP) (plan of care)
	Children with active IFSP’s

Item	Requirement
	Children whose six month IFSP review is approaching
	Children whose annual IFSP is approaching
	Children with pending intervention services
	Children whose school districts have not yet been notified of transition
	Children whose transition meeting is approaching
	Children whose transition meeting has occurred
	Children with outstanding Exit Child Outcome Summary
	Children with outstanding or incomplete insurance information

**Referral Module**

Item	Requirement
1	Ability to list intake referrals received for a child
2	Ability to collect intake referral details (referred by, date, reason, ICD-10 - and future revisions – coding, etc.)
3	Ability to collect information of all state personnel assigned/associated to child (DSCYF Case Worker, Public Health Employee etc.)
4	Ability to capture insurance information (carrier name, type, group number, identification numbers, responsible party, DOB of responsible party, SSN of responsible party only if Tricare, eligibility dates, Health Savings Account yes or no, etc.
5	Ability to list concerns and needs of child, and any corresponding ICD-10 – and future revisions – coding for confirmed diagnoses
6	Ability to cross reference initial referral information for future outgoing referrals
7	Ability to incorporate pre-referral screening/evaluation/assessment scores

**Documentation Module**

Item	Requirement
1	Ability to support and track progress notes
2	Ability to upload pertinent documents in multiple formats and name each uploaded document

Item	Requirement
3	Ability to collect and track information regarding federal indicator information (family rights, natural environments, transition processes) based on proof of parent/guardian signature
4	Ability to indicate and list parent/guardian consent information (Consent for Part C, Release of Information, etc)
5	Ability to list team meetings held for a child’s case
6	Ability to list participants in a meeting for a child’s case
7	Ability to collect details of a meeting held for a child’s case (date of meeting, reason for meeting, recommendations, follow-up date etc.).

**Screening/Evaluation/Assessment (SEA) and Eligibility Module**

Item	Requirement
1	Ability to list screenings, evaluations, assessments (SEA) done for a child
2	Ability to collect SEA details (method, notes, screening type, provider, results)
3	Ability to incorporate SEA information into the child’s plan of care, Individualized Family Service Plan (IFSP)
4	Ability to list Part C eligibility based on Assessment, Informed Clinical Opinion or Established Condition (with reference check points) and date of eligibility determination

**Plan of Care / Individualized Family Service Plan (IFSP) Module**

Item	Requirement
1	Ability to list plans written for a child (e.g., plan date, close date, amendment start date, amendment end date, type of plan etc.)
2	Ability to collect details of a plan (e.g. close date, close reason, plan delay reason etc.)
3	Ability to track whether an IFSP began within forty-five (45) days of the initial referral date  began or IFSP signature date within 45 days.
4	Ability to collect progress reports (list of progress reports for a plan for a child (e.g., report number, due date, date received, comments notes etc.)

Item	Requirement
5	Ability to collect plan services (list of services for plan for a child – e.g. name of service, provider name, release of information date, referral date, start date, end date, frequency , intensity, service delay reason etc.) (ref date is the referral date for our purposes)
6	Ability to track whether a service started within thirty (30) days of the release of information date (per provider) Or in cases of an add on service, 30 days from date of referral
7	Ability for designated users to be able to view for a child, the list of services and respective pay sources, start date, end date, reason for end of service, i.e., goals completed, family requested change in provider, etc.
8	Ability to view list of providers associated with the site (e.g., provider ID, provider name, If provider is an agency or not, office or agency name).
9	Ability to view results of SEA information
10	Ability to collect Natural Environment information
11	Ability to collect developmental / medical information
12	Ability to collect early childhood transition information (transition steps, notification to school district, school district participation, transition meeting information) district of residence and district of child care, when appropriate
13	Ability to track early childhood transition delays per point

**Contract and Billing Module**

Item	Requirement
1	Ability to collect service details (details of a service listed in the plan for a child – e.g., billing code, cost per hour (as applicable), etc.) ICD-10 – and revisions of - coding
2	Ability to collect insurance (list of insurances listed for the child – e.g., insurance name, insurance type, policy number, eligibility date etc)
3	Ability to collect insurance details (details of each insurance listed on the child’s record – e.g., policyholder first name, last name, DOB, eligibility date, expiration date etc.)
4	Ability to collect insurance periods (e.g., period start date, period end date)
5	Ability to collect provider addresses (address of a provider associated with the site (cost center)
6	Ability to collect details of a provider associated with the site (cost center)(e.g. Federal Tax ID, Medicaid#, provider type,

Item	Requirement
7	Ability to collect provider-calling information (e.g., phone number, email etc.)
8	Ability to list all contracts associated with all sites (e.g., contract ID, site name, contract name etc.)
9	Ability to collect details of contract services rates (e.g., dollars/unit, specialty, start date and end date etc.)
10	Ability to collect contract evaluation / intervention rates (details of contracts that conduct evaluations / interventions – e.g., type, dollars/unit, start date, end date etc.)
11	Ability to collect contract team rates (details of contracts that conduct screenings, e.g., screening type, specialty, dollars/ unit, start date, end date, etc.)
12	Ability to collect details of contract providers by site (e.g., provider name, office or agency name., etc.
13	Ability to collect details of a contract (e.g. start date, end date, address contract administrator details, contracted provider information, etc.)
14	Ability to collect details of contracted providers by site (e.g., name of contracted provider site(s) they are associated with )
15	Ability to collect details of a contract invoice (e.g., invoice ID, invoice number, status, etc.)
16	Ability to identify the amount of co-pay applied using state defined rules
17	Ability to identify the amount of services co-pay applied using state defined rules
18	Ability to flag or alert on accounts with Health Savings Account / Health Reimbursement Account
19	Provide the ability to set provider rates based on authorized level of services.
20	Provide the ability to maintain information that allow services to be manually or automatically priced according to state defined rates and effective dates.
21	Ability to restrict payment for services as defined by child plan or state policy.
22	Ability for the system to check if the child is eligible for Medicaid
23	Ability for the system to receive the electronic remittance advice file from Medicaid once the invoices are processed.
24	Provide the ability for the billing coordinator to identify the account the invoices will be paid from.

Item	Requirement
25	Ability for billing coordinator to keep track of the cost absorbed if Medicaid or commercial insurance cannot be billed for a service.
26	Ability to configure payer specific business rules (authorization requirements, service durations, credentials, status, etc.)
27	Ability to document visit information that includes the ability to track encounter activities by billing units where necessary
28	Configure data submission rules by Managed Care Organizations and allow criteria to be stored by MCO number
29	Ability to interface with commercial clearing houses if required
30	Ability to track and organize declined invoices for research and resubmissions
31	Ability to configure usual charges as well as expected reimbursements
32	Ability to generate HIPAA 837 Institutional/Professional Files
33	Ability to process HIPAA 835 Remittance Advice
34	Ability to process HIPAA 270/271 Eligibility verification transactions
35	Configurable HIPAA billing templates
36	Standard financial reports
37	General Ledger integration
38	Ability to support sliding fee scales
39	Third party billing

**Administrative Module**

Item	Requirement
1	Ability to enter the contact details for Child Development Watch staff (e.g., case manager ID, last name, first name, email, active / inactive, certification type, certification end dates etc.)
2	Ability to designate users, based on their level of access, to an Ad-hoc query by checking few or all fields from a list of fields (e.g., number of screenings, evaluations, reports, etc.)
3	Ability to designate contract providers to enter child related notes into the system
4	Ability to designate direct service staff to enter child related notes into the system.

Item	Requirement
5	Ability to designate users to enter an IFSP and related documents for a child
6	Ability to designate users to work on concurrent plans at the same time for a given child with only one plan in active state
7	Date/time stamp every transaction within the system to include Configuration setting transactions for security purposes.
8	Ability for approved users to configure various application options (user roles/abilities, password resets, business rules/codes).
9	Manager, Supervisor, User dashboard within application to broadcast messages, special meetings/trainings, caseload information, timeline data and other specified tasks.

### System Functionality Module

Item	Requirement
1	Ability to auto populate information across the entire system. (Users should not have to enter the same information twice)
2	Ability to transfer a child and pertaining information from one site to another
3	Ability to identify and manager the workflow for onboarding a child into the Child Development Watch Program (e.g., referral, screening, evaluation, plan development etc.).
4	Ability to copy a child's plan
5	Ability to populate/export child's plan within a Microsoft application and edit if needed
6	Ability to do global updates to staff or contract service providers
7	Support workflow management functions including both the management and set up of work queues, personnel, and system interfaces that use workflow related business rules to direct the flow of work assignments.
8	Allow the tracking of tasks to guarantee that each task is carried out and completed appropriately.
9	Allow the assignment, delegation and/or transmission of tasks to the appropriate parties
10	Time/date/user stamp for audit log

Item	Requirement
11	Provide customer-defined search field capability (i.e. client name, last, first, or both, D.O.B., etc.)
12	Ability for system to have multiple role-based security profiles to limit access to specific screens, forms, and information (has business need to know).
13	Ability to Copy, Fax, Print and Scan any document within the application either data entered/uploaded.

### Reporting Module

Item	Requirement
1	Part C state performance plan indicators 1, 2, 3, 5,6,7,8 (ABC).
2	Part B state performance plan indicators 6, 7, 11, 12.
3	General supervision. (Relates to all OSEP indicators but particularly 9-13, part c and part b (619) 15-20.
4	Child outcome summary report individual and OSEP aggregate.
5	Ability for staff to create, run, print and save ad-hoc queries and reports.
6	Ability to create mailing labels.
7	Ability to create the annual child count report.
8	Ability to create the annual exit report.
9	Ability to create the annual monitoring report
10	Ability to view list of saved queries so they can be reused at later times
11	Ability to create a monthly transition notification report
12	Ability to view/track active client caseload
13	Provide a reports writer tool that can pull specific program data (i.e. productivity reports, client demographics, etc.)
14	Ability to download raw tables from front end as CSV, text and/or XML files
15	Ability to create a printable report for IFSP, Assessment, Child Outcome Summary and Transition requirements that is comprehensible to parents/guardians and providers
16	Ability to capture audit data regarding information in Contract and Billing Module, Administrative Module and Appointment and Scheduling Module

**Appointment and Scheduling Module**

Item	Requirement
1	Ability for client scheduling that is shareable and can be modified by staff in different locations
2	Ability to Maintain daily, weekly, and monthly client and provider appointment schedules
3	Ability to access client chart information from schedule
4	Ability for authorized users to alter provider schedules
5	Ability to Maintain appointment slots of varying lengths and types
6	Ability to track and manage schedule changes, including bumps, cancellations and no-shows
7	Ability to display schedules for multiple days or providers on single screen
8	Ability to Display printable daily appointment schedules
9	Ability to provide printed appointment reminders for patient
10	Ability to Search for next available appointments of proper duration
11	Ability to Search appointment schedules by patient name
12	Ability of automated reminder system(i.e. Text, email, phone, etc.
13	Ability to schedule new patient (without primary identification number / MCI#) for future dates
14	Ability to specify provider availability
15	Ability to color code appointment types

**Interface Module**

Item	Requirement
1	Interoperability using HL7 messaging to support the ability to import and export data to/from other agencies/entities.
2	Ability for interface with Division of Social Services (DSS) / Master Client Index (MCI)

Item	Requirement
3	Ability for interface with Division of Public Health (DPH) / Women Infants and Children (WIC) Unit
4	Ability for interface with Division of Public Health (DPH) / Electronic Medical Record (EMR) system
5	Ability for bi-directional Interface with State Medicaid system (DMES/DXC), to support existing data exchange.
6	Ability for bi-directional Interface with current and future Division of Services for Children Youth and Families (DSYCF) data systems
7	Ability for bi-directional Interface with current and future Department of Education (DOE) data systems
8	Ability for bi-directional Interface with current and future Newborn Screening Program data systems
9	Ability to establish interfaces with state utilized clearinghouses for billing purposes

**Training and Documentation Module**

Item	Requirement
1	Provide up to two weeks of system administration to Birth to three personnel. Training should include, at a minimum:
	Managing security and user access;
	Maintaining and supporting the eCICMs;
	Creating, publishing and managing content;
	Creating and managing workflow processes;
	Exporting and importing data and
	Maintaining and updating training and online help documentation
2	Provide up to four weeks of end-user/stakeholder training utilizing, instructor-led classes, live web classes, and recorded web classes. Training should include at a minimum;
	Using/navigating the Early Childhood Intervention Case Management & Health Record System (eCICMs) by;
	State level employees;
	Site directors and employees;

Item	Requirement
	Child Development Watch direct service employees;
	Internal and external contract providers;
	Parents / Guardians

## 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.

### **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 media copies (Each Labeled as "Original") and eight (8) media 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 for each disk (Each labeled "Corporate Confidential Information").

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:

State of Delaware Department of Health and Social Services RFP  <b><i>Delaware Early Childhood Record System (DECRS)</i></b> Technical and Business Proposals  DHSS RFP #HSS-19-042 [Name of Contractor]  <b><i>7/22/2019 11:00 AM EST</i></b>
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#### **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 disk's 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 price and cost data are not contained in any part of the bid other than in the Business Proposal
5. 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 Technical Proposal 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

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
- **Include bullet points addressing other related types of projects**

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 the ***Delaware Early Childhood Record System (DECRS)***, 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.

### **6.2.9 RFP Attachments (Section I)**

Please place the completed RFP Attachments in this section of the 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 .xlsx 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.

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## 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 Professional Services Agreement (PSA or 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. Professional Services Agreement (pages 1 – *n* of this contract)
2. Agency/Division Contract Requirements
3. Signed Business Associate Agreement [*As applicable*]
4. Signed CSA and/or DUA [*As applicable*]
5. Contract Addenda [*As applicable*]
6. RFP Addenda
7. Published RFP
8. Amendment(s) to Contractor Proposal [*As applicable*]
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 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).

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## **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**

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) Anti Kick-back

The selected contractor will be expected to comply with other federal statutes including the Copeland "Anti-Kickback Act" (18 U.S.C.874), Section 306 of the Clean Air Act, Section 508 of the Clean Water Act , and the Debarment Act.

### 1) 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.

## **2) 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>
- Division of Early Childhood (DEC) recommended practices  
<https://www.dec-sped.org/dec-recommended-practices>
- 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)
- Enterprise Standards and Policies  
<http://dti.delaware.gov/information/standards-policies.shtml>
- FERPA (Family Education Rights and Privacy Act)  
[https://www.ecfr.gov/cgi-bin/text-idx?SID=76285d4483df0715ab0b2d2e83313025&mc=true&tpl=/ecfrbrowse/Title34/34cfr99\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?SID=76285d4483df0715ab0b2d2e83313025&mc=true&tpl=/ecfrbrowse/Title34/34cfr99_main_02.tpl)
- Professional Services Agreement  
<http://mymarketplace.delaware.gov/documents/professional-services-agreement.docx?ver=0213>
- HIPAA (Health Insurance Portability and Accountability Act)  
[https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=76285d4483df0715ab0b2d2e83313025&ty=HTML&h=L&mc=true&n=sp48.4.324.324\\_170&r=SUBPART](https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=76285d4483df0715ab0b2d2e83313025&ty=HTML&h=L&mc=true&n=sp48.4.324.324_170&r=SUBPART)
- IDEA (Individuals with Disabilities Act)  
[https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title34/34cfr303\\_main\\_02.tpl](https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title34/34cfr303_main_02.tpl)
- 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)
- State of Delaware Business Associate Agreement  
<http://dhss.delaware.gov/dhss/dms/cmp/files/hipaabp.pdf>

# 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				
	<b>DHSS Approval of Phase 1 (M1 = 5% of Total DDI Cost)</b>		SUM(C2:C3)	D4*0.2	D4-E4	M1 Date
2	Deliverable: Business Requirements Document	C5				
	Deliverable: Design Specifications Document	C6				
	<b>DHSS Approval of Phase 2 (M2 = 10% of Total DDI Cost)</b>		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				
	<b>DHSS Approval of Phase 3 (M3 = 15% of Total DDI Cost)</b>		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				
	<b>DHSS Approval of Phase 4 (M4 = 25% of Total DDI Cost)</b>		SUM(C13:C15)	D16*0.2	D16-E16	M4 Date
5	Deliverable: Production System Acceptance	C17				
	<b>DHSS Approval of Phase 5 (M5 = 45% of Total DDI Cost)</b>		C17	D18*0.2	D18-E18	M5 Date
6	Deliverable: Conclusion of Warranty	N/A				
	<b>DHSS Approval of Phase 6 (M6 = 20% of Total DDI Cost)</b>		N/A	N/A	SUM(E4:E18)	M6 Date
<b>Total DDI Cost</b>		SUM(C2:C17)				
<b>Total M&amp;O Costs For Contract Term (From Cost Schedule E4)</b>		\$				
<b>Total Project Cost</b>		SUM(C21:C22)				

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. Ongoing Support Cost Schedule**

Ongoing support costs are to be listed in the following schedule. Total costs are to be capped at a 5% inflation rate per year. Support 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 support cost per year. Contractor will detail in this section what their responsibilities will be for ongoing support. Years 1 – 5 are included in the firm fixed price of the contract. DHSS may choose to amend the contract for 5 additional years (in one year increments) of support at its sole discretion.

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

**Ongoing Support Costs**

Cost Category	Year 1	Year 2	Year 3	Year 4	Year 5
Cost Category 1:					
Cost Category 2:					
Cost Category n:					
<b>Total</b>					

**Total Ongoing Support Costs For Base Contract Term (Years 1 – 5):**

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

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

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 OMB and federal funding partners (as applicable). This cost is not to be included in Schedule E1.

**Note:** If no additional DHSS purchased hardware is necessary for the proposed solution, please put "N/A" in the first cell in this table.

# Exhibit

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## F. Mandatory Submission Requirements Checklist

**Mandatory Submission Requirements Checklist**

<b>Mandatory Submission Requirement</b>	<b>RFP Section</b>	<b>Compliance Y or N</b>
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	
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	
<b><i>Total project cost does not exceed cost cap</i></b>	<b><i>Exhibit E</i></b>	
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	
The Contractor has a Supplier Diversity plan currently in place.	Exhibit F	

<p><i>Note: The response to this statement, while mandatory, will have no effect on the evaluation of the Contractor proposal.</i></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>	Exhibit F	
<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>	6.2.8	

\_\_\_\_\_  
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 Requirements		
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		
4.13 Functional Requirements the Division/Program		

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



### 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)



**DELAWARE HEALTH  
AND SOCIAL SERVICES**

Deliverable Acceptance Request (DAR)

<b>Division Name:</b>	
<b>Project Name:</b>	
<b>Project Phase:</b>	
<b>Project Manager:</b>	
<b>Contractor:</b>	
<b>Contractor Project Manager:</b>	

<b>Deliverable Name:</b>	
<b>Delivery Date:</b>	
<b>Expected Date of Response:</b>	
<b>Actual hours worked and Cost incurred:</b>	

**Narrative of findings:**

<b>Division Program Name:</b>	<b>Signature:</b>	<b>Date:</b>
<b>Div. IT Liaison Name:</b>	<b>Signature:</b>	<b>Date:</b>
<b>IRM Name:</b>	<b>Signature:</b>	<b>Date:</b>

# 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 <http://www.fbi.gov/about-us/cjis/background-checks/applicant-information-form>
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.

New Castle County	Kent County (Primary Facility)	Sussex County
<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</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>State Police Troop 4</b></p> <p>S DuPont Hwy &amp; Shortly Rd Georgetown, DE 19947 (Across from DelDOT &amp; State Service Center)</p> <p><b>** By appointment only (every other Wednesday)</b> To schedule an appointment:</p>

Delaware Early Childhood Record System (DECERS) - RFP  
Exhibits

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Toll Free 1-800-464-4357	<b>** Walk-ins accepted</b> Hours of Operation Monday 9AM – 7PM Tuesday – Friday 9AM – 3PM	Phone: 302-739-2528 or Toll Free 1-800-464-4357
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# 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 3. 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  
Soloman Adote, Chief Security Officer  
[soloman.adote@delaware.gov](mailto:soloman.adote@delaware.gov); 302.739.9631

DHSS  
John Pasquale, Chief Security Officer  
[john.pasquale@delaware.gov](mailto:john.pasquale@delaware.gov); 302.255.9180