

**Request for Proposal for the State of Delaware Vision Insurance Benefit Program
Mandatory Pre-Bid Conference Call**

June 17, 2015

Statewide Benefits Office of Management and Budget
500 W. Loockerman Street
Duncan Building, Ste. 320, Dover, Delaware

Conference Call/Webinar: 1:36 p.m.

The Pre-Bid Conference Call commenced on June 17, 2015 at the Statewide Benefits office, Dover, Delaware (DE). The following staff members were present:

Brenda Lakeman, OMB, Director Human Resources and Benefits
Faith L. Rentz, OMB, Deputy Director, Statewide Benefits
Marie Hartigan, OMB, HR Manager, Statewide Benefits
Laurene Eheman, OMB, RFP and Contract Manager, Statewide Benefits
Roxanne Eutsey-Shaw, OMB, Customer Service and Vision Program Lead, Statewide Benefits
Mary Thuresson, OMB, Administrative Specialist, Statewide Benefits

Appearing via telephone conference and operating the webinar was Brian Spivey with the Segal Group, the State's consultant.

Introductions

Ms. Eheman began the meeting at 1:36 a.m.

Goal

In an effort for everyone to save time later, Ms. Eheman stated that the goal of the meeting was to discuss the various requirements for submitting the bid in hard copy and electronic formats, along with reviewing the technology requirements. She asked for honest, constructive feedback as to whether the meeting was useful.

Presentation of Topics

Starting with Page 14 of the RFP, Ms. Eheman stated that the Certification of Destruction form to the Non-Disclosure Agreement is a new requirement by the State's Technology Department. She stated that vendors have to certify that they destroy the data so it's non-retrievable, both electronically and in print. Certified copies must be sent to both her and DTI by October 31, 2016. (NOTE: The correct date is August 31, 2016.) Ms. Eheman asked that they please make a note to remind yourself to do this so she doesn't have to remind you and ask you for it.

On Page 15, Paragraph 7, “Questions”, she reviewed the request that vendors copy or write out the question or term they have questions about so we can respond in the context of the question. Examples were given and there were no questions.

Ms. Eheman then moved to Page 11, which concerns confidential and proprietary information. This section in the RFP is the official, legal wording about the requirements under the Freedom of Information Act (FOIA). All records in Delaware are considered public unless deemed confidential. Your entire bid can be FOIAed after the contract is signed and its effective date. It is your (“you” or “your” refers to the vendors on the call) responsibility to tell us there is something you consider confidential. That information is evaluated by our Deputy Attorney General. He may or may not agree with you according to the law. If some information is deemed confidential and if there is a FOIA for your bid, the person who submitted the FOIA will not see that information. Examples of past problems were given. Pricing is not confidential. It is not released during the bidding process, but once the contract is signed it is public information.

Ms. Eheman reviewed the requirement that, in a sealed envelope labeled “Proprietary Information” with the RFP name on it, you need to submit a letter from your attorney stating why you feel the information is confidential or proprietary. A copy of the pages of your bid wanting to be exempt from release via FOIA requests must be included. During the discussion, Ms. Eheman gave special attention to the bottom of the page noting the risk vendors take that their information may enter the public domain.

In continuing the discussion of the Confidential and Proprietary requirements, Ms. Eheman referred to Page 18, Paragraph 2, “Submission of Proposal”. She reviewed the requirement that four complete hard copies, preferably in binders, are to be provided along with a complete electronic copy of the proposal in a PDF format. For easy filing, CDs are preferred instead of thumb drives. “Complete” copies of the bid means no redaction. These copies are used to read and evaluate the proposal by the State. The documents that need signatures, along with any sample communication materials need to be scanned. The PDF copies need to be broken out into organized, labeled sections. Examples were given of what to do for any information that needed to be redacted (blacked out). The State requires one copy of the information that the vendor asserts as confidential and proprietary be redacted along with a pdf of it. Page 19 has a table showing exactly what is required for hard copies and PDF copies on separate CDs. Ms. Eheman emphasized that if you still need help with organization of your bid, to please call her. Question: Was it preferred to have one pdf with all the documents or separate pdf documents within the CD. Laurene clarified that separate pdf documents within the CD are easier to work with. Examples were given.

Ms. Eheman then reviewed Page 51, Appendix C, the “Rate Quote” Form. It is stated numerous times throughout the RFP that we will not be requesting best and final rates of the finalists. We are trying to shorten the time frame from start to finish of the RFP and award process. For optional years four and five, we are asking for a percentage for an increase of a rate cap. If you say there isn’t an increase, please put a zero and don’t leave it blank. If you leave it blank, we will think you forgot to answer it.

Returning to Page 15, Ms. Eheman talked about the concept of “responsibility”. She read the following statement from the RFP: Should the vendor find discrepancies, omissions, unclear or ambiguous intent or meaning . . . the vendor shall notify the contact for this RFP . . .” Ms. Eheman emphasized that it is the vendor’s responsibility to tell us if we are asking for something that does not apply in the world of vision insurance, especially data ownership regarding technology. An example was given. Ms. Eheman emphasized that it is assumed you understand it is your responsibility to tell us.

Ms. Eheman paused and asked for questions. There were none.

Ms. Eheman then moved to the data security and technology requirements. She stated that the vendors may have been looking at requirements thinking this was not expected five years ago. The world of data security has changed and incumbents are also required to meet these requirements. This includes destroying data we give you for this RFP. The “Data Confidentiality Agreement” was replaced in Addendum #1. It correctly states the data exchange process. The fields are listed in the file layout. The indemnity paragraph (bottom of Page 39) is also exact same wording in the indemnification paragraph that that doesn’t specifically have to do with data security. That general paragraph is in the minimum requirements. This absolutely has to be accepted. Minor changes can be asked for but definitely major changes will not be accepted. That is true with the data security breaches requirements.

The entire technology section - and especially Page 40, #3B, concerning the terms in the form “Non-Public Data Owned by the State of Delaware . . .” - need to be looked at by your technology person. These terms and conditions apply to everyone and are mandatory. If you feel a term does not apply to the service you are providing you must tell us why not. Is there a federal law or a citation, for example. Those exceptions will be analyzed by the State’s technology people to approve or not.

Ms. Eheman referred to Page 66, the Terms and Conditions form and the Data Ownership term. This concept is important. Once the data is in your possession, the State says it is still our data. In some benefit services, the data becomes the property of the vendor. You need to tell us which one that is. An example was given of life and disability insurance which are fully-insured products and the State doesn’t have, nor need, access to the underwriting and medical information nor are they subject to HIPAA. The form uses the term “cloud hosted” in it. This term has been problematic. To the State, anyone that holds the State’s data is a “cloud”, even if you don’t think you are. It’s all about who owns the data and where it is stored. The Terms and Conditions continue on Page 67 and an example was given of a non-negotiable term.

Ms. Eheman then referenced Page 41 with the technology terms and two forms – the Data Confidentiality Agreement with the Terms and Conditions form as an attachment. If you get the contract (effective July 1), and since we have our Open enrollment in May, data will be sent to you so as enrollment progresses and then deductions start in July. The Data Confidentiality Agreement document sets forth the process for the transfer of the data and you are responsible for data security, etc. This is a condensed version of the technology requirements for the data exchange before July 1. Due to its importance, from the date the SEBC makes the contract award, you have five days to sign the document. Before that award, the analysis will have been

done to see if you meet all the technology requirements and all the finalists will have met the conditions. After the award, if there is a problem on the vendor's end, the award could be rescinded for not meeting the conditions and we'd move to the second finalist.

Ms. Eheman then referenced the middle of Page 41 - the requirement that ten characters in the password is non-negotiable. This will not be changed. If you do not have ten characters, our IT people will probably need to talk to you about it. Question: Is that only for the State of Delaware experience through that web portal or is the expectation that ten characters would be the password policy throughout the environment? Ms. Eheman responded that it is only for the State of Delaware data. We can only say things have to be in place for our data. It's only for the Delaware portal into your system. Ms. Lakeman added that if they have more questions such as a "what if" situation, to submit the question for exploration with our technology personnel. Laurene gave a reminder for vendors to submit all questions in writing.

Ms. Eheman then stated that the only place the RFP mentions finalist interviews in the footer on Page 7. The timetable on the same page shows the date of finalist interviews. Vendors are requested to save the date because it could be as late as a week or two before the finalists are invited to interview. Past experience shows most of the interview time will be an on-line demonstration of things we can't see about your company on paper.

Ms. Eheman briefly talked out some of the items that will be issued in Addendum 2:

1. Min Requirements #34, page 28 (data ownership and single-sign-on leaving the site) and #59, Page 31 (deduct amounts from an invoice) will be deleted.
2. We will be adding a minimum requirement that the contract must be signed within 60 days of the effective date of the contract, therefore May 1.
3. Min #24 on Page 26 regarding sending files to the disease management vendor and data mining vendor. That will be moved to the questionnaire and is not a minimum requirement.
4. In addition, "educational sessions" will be added to "health fairs" as a requirement for the vendors to attend. Ms. Eheman explained that this was the first year we had educational sessions in an effort to explain the benefit choices to the employees. They went well so we are considering do that again next year.

Questions:

1. Will you send a revised RFP to the Administrative staff?

Response: Ms. Eheman explained that the vendors need to make those changes using a strike through and insertion and to also not renumber the questions when making changes.

2. Monica from Pittsburg asked for clarification about what was needed from her.

Response: Ms. Eheman stated she needed to check with her point of contact in her organization as to who was responsible for what.

In closing, Ms. Eheman requested feedback from those who attended as to if this meeting was helpful for them. She reminded everyone again to reference question and page numbers in the submission of their questions. The phone conference/webinar ended at 2:18 p.m.

Respectfully submitted,

Mary K. Thuresson

Mary K. Thuresson
Administrative Specialist