

RFP NO.: HSS-27-005

**TITLE: ELECTRONIC VISIT VERIFICATION (EVV) DATA AGGREGATION,
VALIDATION, COMPLIANCE, AND OVERSIGHT SERVICES**

**INCIDENT COMMUNICATION, PERFORMANCE STANDARDS AND
QUALITY MANAGEMENT**

Incident Communication

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

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

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

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

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

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

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

Performance Standards and Quality Management

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

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

The Contractor will be required to open an impact statement to track the resolution of performance failures. This process provides the Contractor an opportunity to correct an issue and institute technology or procedures to prevent further reoccurrence. Damages

will only be assessed if the Contractor is unable to maintain the corrective action and the issue re-occurs.

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

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

a. Actual and Liquidated Damages

Damage may be applied by the State in the event that the Contractor fails to meet the requirements of this Contract. In the event of default or the inability to maintain minimum standards as determined by DHSS, the Contractor agrees to pay the State for the actual cost of damages or the specifically outlined sums as liquidated damages as defined in this RFP.

b. Right to Assess Damages

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

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

c. Dispute Resolution Process for Damage Assessments

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

d. Monthly Monitoring and Reporting of Performance Standards

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

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

Example #1

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

Example #2

Title of Task	Call Abandonment Rate
Evaluation Frequency	Monthly (Measured Weekly)
Task Definition	The Contractor must maintain sufficient customer service phone lines and customer service correspondent staff so that no more than 5% of the calls are abandoned.
Damages	\$100 for each point over 5.0% will be assessed in each week that the abandonment rate is not met.
Input/Resource	Avaya Contact Center Website Excel Report to calculate individual call centers
Contractor Owner	Call Center Manager

Procedure	Monitor Avaya dashboard hourly Pull Call center reports daily Load data to excel tracking spreadsheet and sort by location remove location #8 Calculate Delaware's call information including Abandonment Rate
Impact Incidents	20180609a – Closed 20180920a - Open
Title of Task	Call Abandonment Rate
2018-06	NOT MET 07/30 - 09/02 = 7.86% MONTH 07/30 - 08/05 = 6.63% 08/06 - 08/12 = 7.35% 08/13 - 08/19 = 7.66% 08/20 - 08/26 = 9.09% 08/27 - 09/02 = 8.12%
2018-08	MET 08/03 – 08/30 = 4.30% MONTH 08/03 – 09/08 = 4.50% 08/11 – 08/15 = 4.02% 08/17 – 09/21 = 3.98% 09/24 – 09/29 = 4.68%
2018-09	NOT MET 09/03 – 09/30 = 4.33% MONTH 09/03 – 09/09 = 7.92% 09/10 – 09/16 = 3.98% 09/17 – 09/23 = 2.45% 09/24 – 09/30 = 3.00%

The performance standard requirements with damages are identified below

e. Impact Statement

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

An impact statement contains the following information:

- A unique identifier to track the incident.
- Tracking number nomenclature:
 - a. SLA-related event: YYYYMMDD_SLA##. #_Title Self-Reporting-Period
(for example, 20181118_SLA10.5_CallAbandon_OCT.docx)

- b. Non-SLA event: YYYYMMDD_Title_Self-Reporting-Period (for example,
2018118_Outlook_OCT.docx)
- c. Note: Title is a one-to-two-word short description to identify area or event.
 - The date of the incident
 - The Contractor contact for the incident
 - The start and stop time of the incident
 - The duration of the incident
 - Description of the incident
 - Cause of the incident
 - The impact of the incident on operations, the system, and stakeholders (providers, State staff, members, etc.)
 - Specific steps the Contractor has taken or will take to resolve the incident, including a schedule of the steps to resolve.
 - Corrective Action Plan to ensure the incident does not re-occur

f. Corrective Action Plan

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

g. Performance Standard Failure Process

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

1. The Contractor or the State will identify the problem
2. The Contractor will commence an investigation to identify the root cause(s) of the failure and resolution.
3. Provide the State an Impact Statement no later than five (5) workdays after the failure has been identified, that at minimum, identifies a tracking ID, description of the issue that was found to not be in compliance, the root cause of the failure, and any additional information known at the time.
4. The Contractor must submit an updated impact statement containing the CAP for approval within 10 business days of issue identification.

5. DHSS will review the impact statement and CAP and approve or disapprove within 5 business days of receipt.
6. Should DHSS disapprove of the CAP, the Contractor has 3 business days to make the suggested changes.
7. Once Approved by DHSS, the Contractor must implement the CAP within the schedule proposed.
8. The Contractor will advise the State, at frequent intervals, of the status of the resolution, as well as the progress for implementing the corrective action.
9. DHSS will continue to monitor the original compliance issue, which will include reviewing the CAP.
10. Should the Contractor be found non-compliant after a CAP has already been in place, damages will be assessed for the non-compliance, and the Contractor must complete a new impact statement process with a new CAP.

h. Quality Management Plan

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

1. Title of Task	Quality Management Program
Frequency	Monthly-Report must be submitted within 10 business days of the last day of the month.
Task Definition	The Contractor in cooperation with its Contractors will implement and operate an on-going quality management program at no additional cost to DHSS for measuring and reporting performance. Under the Contractor's initiative or when requested by DHSS, Impact Statements with corrective action plans will be documented and implemented.
Damages	Damages may be assessed for failure to meet the standard will equal a \$4,000 per month reduction.
2. Title of Task	Quality Management Audits
Frequency	Monthly
Task Definition	DHSS reserves the right to audit quality management reports and processes at a duration and schedule based on DHSS discretion. DHSS may perform unscheduled audits. DHSS may also have a qualified third party perform reviews of the Contractor's audit.
Damages	Damages may be assessed for failure to meet the standard will equal a \$2,000 per month reduction.

3. Title of Task	Certification
Frequency	One Time
Task Definition	Failure to receive Certification at the earliest certification schedule approved by CMS and DHSS retroactive to implementation will constitute failure to substantially perform and will result in the assessment of damages. The certification date, which is determined by CMS, is not appealable and cannot be challenged by the Contractor.
Damages	Damages for failure to meet the standard will equal the difference between the 75% allowable FFP for operations and the 50% FFP available to the State for operations without certification. The damages will be assessed for any period of time that the system cannot receive the enhanced FFP.
4. Title of Task	Maintain Certification Standards
Frequency	Monthly
Task Definition	The standards employed in solution that caused the system to be deemed certifiable and compliant must be maintained. Once the system is certified, those standards must continue to be enforced after CMS approval unless otherwise approved by the State.
Damages	Damages may be assessed for failure to maintain the processes and standards that allow the solution to comply with certification requirements and HIPAA compliance. The liquidated damages will be \$1,000 for each business day the system is out of compliance.
5. Title of Task	Named Staff Vacancy: 90-Calendar Day
Frequency	Monthly
Task Definition	Positions that are designated as Named Staff shall not remain vacant for more than 90 calendar days. Named Staff positions will not be filled with employees who will fulfill the roles and responsibilities of the position in a temporary capacity while maintaining responsibilities for another position. DHSS must approve all Named replacement staff as needed. Named replacement staff must meet the minimum qualifications for the position as defined in the RFP.
Damages	DHSS may reduce payments to the Contractor in the amount equal to the vacated position's pay rate for the time period the position is vacant, after the 90-calendar day grace period.
6. Title of Task	Call Center Availability
Frequency	Monthly
Task Definition	The Contractor will ensure that the call center system is available ninety-nine and one half percent (99.5%) of the time per month. The Customer Service Call Center will be available 24 hours a day, 7 days a week, for the life of the contract.
Damages	\$1000 in damages will be assessed for each percentage point below the requirement.

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

8. Title of Task	Call Center Phone Inquiries
Frequency	Monthly
Task Definition	The Contractor shall ensure that online and telephonic inquiries are resolved in no more than 24 hours. Unless contractor gets State approval for an extension
Damages	\$1000 in damages will be assessed for each failure to meet the standard.

9. Title of Task	Call Abandonment Rate
Frequency	Weekly
Task Definition	The Contractor must maintain sufficient call center phone lines and support staff so that no more than 5% of the calls are abandoned.
Damages	\$500 in damages will be assessed for failure to meet the standard.

10. Title of Task	Reporting
Frequency	Monthly
Task Definition	The System is expected to generate a variety reports. The System must produce accurate EVV system reporting. DHSS will notify the Contractor if any error in a report is detected. The Contractor must correct the report in 10 days.
Damages	If not corrected within 10 days of notification a penalty of \$1,000 a month for each report may be assessed.

11. Title of Task	EVV Solution Availability
Frequency	Monthly

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Task Definition	The Production EVV solution and all ancillary system components must be available 24x7 except for DHSS approved system maintenance time.
Damages	\$1,000 per hour will be assessed after one hour per month of any system failure.

12. Title of Task	System Activity Monitoring and Reporting
Frequency	Weekly
Task Definition	The Contractor will establish and share application performance scores that identify: □ Transaction time trends in terms of satisfactory, tolerable, or slow responses; □ - System usage trends that identify application and web request volume; and □ Application exceptions, failures and error trends.
Damages	\$200 per day for each day the monthly report is not produced and made available to the State. If vendor performance scores are not healthy the State will request a CAP and damages of \$1000 per month if the CAP does not resolve the issue

13. Title of Task	General Maintenance / DTI Enterprise Standards and Policies
Frequency	Monthly
Task Definition	General Maintenance tasks include the best practices adopted by the Department of Technology and Information (DTI), through the Technology and Architecture Standards Committee (TASC). The Contractor will develop solutions using architecture, software, and hardware deemed to be in a Standard or Acceptable category by DTI. When an architecture, software, or hardware is moved to a category of discontinue the Contractor must develop a plan to move to a solution considered Standard. DHSS expects contractors to monitor the applicable sections of DTI Enterprise Standards and Policies website and maintain these standards throughout the life of the contract. These standards are applicable to all Information Technology use throughout the State of Delaware. DTI Enterprise Standards and Policies announcements Subscribe to alerts (email address and instructions to subscribe at top of the DTI Enterprise Standards and Policies page)
Damages	\$1000 for each month that the standard was not met

14. Title of Task	Business Continuity and Contingency Plan (BCCP)
Frequency	Annually
Task Definition	The Contractor must maintain a DHSS approved BCCP Plan. The plan must meet state standards. The plan must be available to CMS, DHSS, or State auditors at all times. The plan must be updated at least annually and provided to DHSS electronically prior to the end of each Calendar year.

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Damages	\$200 per day for each day the plan is not made available to the State.
15. Title of Task	Resumption of Operations
Frequency	When needed
Task Definition	The Contractor shall achieve a 72-hour Recovery Time Objective (RTO) and a Recovery Point Objective (RPO) of 24 hours for any unscheduled downtime
Damages	Damages of \$5,000 per day may be assessed for each day following a disaster that the system, call centers, and all ancillary processes have not resumed.
16. Title of Task	Data Backups
Frequency	Weekly
Task Definition	Backup of all system database tables, data, and files must occur on a daily basis to preserve the integrity of both historical and current data.
Damages	\$200 per calendar day for each system item that was not successfully backed up.
17. Title of Task	Disaster Recovery Demonstration
Frequency	Annually
Task Definition	The Contractor must perform an annual disaster recovery demonstration and a review of the disaster recovery backup site, procedures for all offsite storage, and validation of security procedures, following State DHSS requirements. Demonstration and review: 1. Will be conducted once per State Fiscal Year, but no earlier than 9 months after the last review. 2. Must be completed and a report of findings submitted to DHSS within 15 calendar days of the review.
Damages	\$200 per calendar day either item missed
18. Title of Task	SSAE Complete and Deliver Audit Report
Frequency	Annually
Task Definition	The Contractor must complete and deliver a report on Controls Placed in Operation and Tests of Operating Effectiveness audit performed under Statement on Standards for Attestation Engagements (SSAE) No. 16, and International Standards on Assurance Engagements Report on Controls at a Service Organization (ISAE) 3402 Reporting on Controls at a Service Organization to DHSS by September 30 of each year. DHSS will specify the control objectives. Reporting is to begin upon Solution implementation.
Damages	\$200 per calendar day
19. Title of Task	Proposed Corrective Action Plan to SSAE Audit

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

20. Title of Task	Conduct Risk Analysis
Frequency	Annual
Task Definition	The Contractor must perform a National Institute of Standards and Technology (NIST) risk analysis to ensure that appropriate, cost-effective safeguards are incorporated into existing systems. A report evaluating risk against NIST 800-30 v1, or current NIST guidance, detailing the review will be provided to DHSS within 60 days of completion of each review. In addition to these periodic reporting, the Contractor must perform a gap risk analysis and report results whenever major system changes occur. Reports are due by October 1 of each year.
Damages	\$200 per calendar day
21. Title of Task	System Documentation
Frequency	One Time with ongoing updates
Task Definition	The Contractor is responsible for providing complete, accurate, and timely documentation for the Solution, per DHSS specifications. All documentation must be provided to DHSS in final form 30 business days prior to start date of operations for all Solution functions and be approved by DHSS. The documentation must be maintained as system updates occur.
Damages	\$200 for each business day

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

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

24. Title of Task	Compliance with Other Material Contract Provisions
Frequency	Monthly
24. Title of Task	Compliance with Other Material Contract Provisions
Task Definition	The objective of this standard is to provide DHSS with an administrative procedure to address general Contract compliance issues that are not specifically defined as performance requirements listed above, but are Contractor responsibilities contained in Section 4 Contractor Responsibilities/Project Requirements. DHSS staff may identify Contract compliance issues resulting from deficiencies in the Contractor’s performance through routine contract monitoring activities. If this occurs, DHSS will notify the Contractor in writing of the nature of the performance/compliance issue and the Contractor will utilize the CAP process in order to correct such performance/compliance issue.
Damages	\$500 per business day

25. Title of Task	Monthly CMS Report
Frequency	Monthly
Task Definition	The Contractor shall provide DHSS a monthly report to be used by the State for monthly CMS reporting. Due to the State by the 15 th of each month
Damages	\$100 a day

26. Title of Task	Monthly CMS Operational Metrics
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Frequency	Monthly
Task Definition	After EVV system implementation, vendor to provide agreed upon monthly CMS metrics to the State by the 15 th of each month
Damages	\$100 a day

27. Title of Task New Provider Onboarding

Frequency	Monthly
Task Definition	. New providers will be onboarded in 5 business days, unless vendor gets prior approval from State to extend
Damages	\$100 a day

27. Title of Task Response Time

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

28. Title of Task Real Time Alerts

Frequency	Monthly
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Task Definition	. The Contractor's EVV System shall send near real time (within 3 seconds 99% of the time) alerts
Damages	. \$1,000 a month any month 99% standard is not met.
29. Title of Mini Demo for CMS Task	
Frequency	As needed
Task Definition	If requested by CMS, vendor to provide a mini demonstration of the solution
Damages	\$500 per day that vendor fails to meet the CMS deadline