

## SECTION IV: TECHNICAL PROPOSAL REQUIREMENTS

The Department's goal is to have a fully functional DSS Solution available to the Department and its Users not later than twelve (12) months from the Contract effective date. This section of the RFP sets forth the requirements for the Offeror's Technical Proposal submission, describes the duties and responsibilities of the Contractor and poses questions and solicits information from Offerors concerning those duties and responsibilities; the responses to which form the basis of the Offeror's Technical Proposal offering (see those subsections below titled "*Required Submission Material*").

The Offeror's Technical Proposal must contain responses to all of the items listed under the Required Submission Material subsections in this Section IV of the RFP in the order and format specified. **Do not include any cost information in the Technical Proposal, including any exhibits or attachments thereto.** Offerors' proposed performance guarantee responses including fee amounts to be put at risk are not considered to be cost information and therefore should be stated in the Offeror's Technical Proposal.

Each Technical Proposal will be evaluated based on the Offeror's responses to the information sought in Section IV of the RFP (Note: see the "Required Submission Material" subsections throughout this Section IV of the RFP).

**Note:** Numbers, data or statistics which may appear in Appendices referenced throughout this RFP are considered to be accurate but should not be used or viewed by prospective Offerors as guarantees or representations of any future enrollment or claim volume.

**The Department will accept Proposals only from qualified Offerors and will consider for evaluation and selection purposes only those Proposals that it determines to be responsive to the programmatic duties and responsibilities set forth in this Section IV of the RFP.**

**A. Administrative Services****1. Executive Summary****a. Requirements**

In this section, the Offeror must demonstrate that it has the experience and expertise to provide the required services for the implementation and administration of the DSS.

**b. Required Submission Material**

In its Technical Proposal, the Offeror must submit an Executive Summary that must include:

- (1) The name and address of the Offeror's main and branch offices and the name of the senior officer who will be responsible for this account;
- (2) A description of the Offeror's understanding of the requirements presented in the RFP, the Department's needs, approach, and how the Offeror can assist the Department in accomplishing its objectives;
- (3) A statement explaining previous experience providing DSS services to other state governments, large public entities or any other organizations administering health benefits programs. The Offeror's submitted statement must indicate such experience was with one or more client(s) with, at minimum, one hundred thousand (100,000) covered lives. Also, include a description of the Offeror's experience with the management of various health-related data from multiple data providers. Detail how this experience qualifies the Offeror and, if applicable, any subcontractors, to undertake the functions and activities required by this RFP; and
- (4) Specify which function(s), if any, will be subcontracted.

## **2. Project Management Team**

A key aspect to successful implementation and ongoing operation of the DSS is a strong project management team. The Department expects the Contractor to have a knowledgeable, experienced Project Manager and an experienced team in place that will have the responsibility, authority and integrity to command the appropriate resources necessary to implement and deliver Project Services. The Department will provide an onsite work area for key Contractor personnel during Implementation and thereafter, as necessary.

### **a. Duties and Responsibilities**

- (1) The Contractor must maintain an organization of sufficient size with the skills and experience necessary to administer, manage, and oversee all aspects of the DSS Solution during Implementation and Ongoing Operation.
- (2) The Contractor's assigned project management team must be experienced, accessible and sufficiently staffed to provide timely responses (1 Business Day) to administrative concerns and inquiries posed by the Department and designated Users for the duration of the Contract to the satisfaction of the Department.
- (3) The Offeror must propose a Project Manager who will be dedicated to the NYSHIP DSS, so as to have the ability to address direct inquiries by the Department within one (1) Business Day, for the entire term of the Contract. The Project Manager must possess at least five (5) years experience serving as a project manager.
- (4) The Contractor's Project Manager must immediately notify the Department of any actual or anticipated events impacting the delivery of Project Services and present options available to minimize or eliminate the impact of those events on the delivery of Project Services.

**b. Required Submission Material**

In its Technical Proposal, the Offeror must:

- (1) Provide an organizational chart and description illustrating how the Offeror proposes to administer, manage, and oversee all aspects of the DSS functions. Include the following:
  - (a) The responsibilities of each key position, including subcontractor provided key staff, if any, of the project management team. The Offeror must include the percentage of time (by position) dedicated to the Project and reporting relationships. Also include how the team will interact with other departments or functional areas within the Offeror's organization and with any subcontractors for this Project. Describe how the project management team interfaces with the organization's senior management;
  - (b) Names, qualifications, and job descriptions of those individuals selected to comprise the implementation, operational and management team for the Offeror. Complete **Exhibit P "Biographical Sketch Form,"** for all key staff, including subcontractor provided key staff, if any, of the proposed project management team; and
  - (c) Where individuals are not named, include qualifications of the individuals that you would seek to fill the positions.
- (2) In responding to this requirement, the Offeror must describe in detail how the Offeror proposes to ensure the project management team will meet the Department's accessibility and timely response requirements. The Offeror must state how it proposes to ensure that the Project Manager will have the authority to guarantee that problem areas identified by the Department will be corrected in a manner satisfactory to the Department.

- (3) Describe the experience of the individual who will assume the role of Project Manager for the DSS Solution. Include a description of the individual's experience with clients whose needs were of similar size and scope as those of the Department.

### **3. General Qualifications of the Offeror**

#### **a. Requirements and Responsibilities**

- (1) The Contractor must have the experience, reliability and integrity to ensure that the Department's needs are addressed in a cost effective manner consistent with the requirements of the RFP.
- (2) The Contractor must have prior experience providing decision support services for a large complex client.
- (3) Except as otherwise required by the Contract resulting from this procurement, the Offeror must agree that it will not disclose any information related to NYSHIP to any party without written authorization from the Director of the Employee Benefits Division of the Department. Such request for authorization must be made to the Director in writing and the Contractor must submit to the Department a written description of the situation and a justification for the requested authorization prior to the expected access by the parties in question. Further, such written requests must satisfy all requirements for notification as stated in the Agreement resulting from this RFP.

#### **b. Required Submission**

In its Technical Proposal, the Offeror must:

- (1) Describe the Offeror's experience in implementing and providing services similar in scope to those described in this RFP for large clients. Include the timetable for Implementation of each referenced client's solution, adherence to the schedule (e.g. was it implemented on time?), how long the client's solution has been in operation,

any issues that arose during implementation or ongoing operation and an explanation of how those issues were resolved.

- (2) Submit documentation of all ownership agreements and other relationships, current, pending or proposed, between, or among, the Offeror and any third parties including, but not limited to, the ownership of the Offeror by, or the Offeror's ownership of, an entity or organization. Such relationships must be identified and explained as follows:
  - (a) all direct and indirect relationships the Offeror has with any entity involved in health benefits insurance and/or administration (or any parent, subsidiary, division, or related or affiliated entity), or any officer/director/board member/agent/partner/or employee of any of the previously described entities;
  - (b) For each relationship identified, the Offeror must state (a) the name of the entity or individual with which the Offeror has the relationship; (b) the type and basic terms of the relationship, whether formal or informal, whether direct or indirect, whether separate or bundled, including but not limited to all relationships arising out of: any brokerage agreements, commission or other fee agreements, or any contracts to perform any work or services; (c) whether the relationship was or is based on an oral or written agreement; (d) when the relationship arose; and (e) when the relationship terminated or will terminate.

**B. Implementation, Operation, and Support Services**

The Department is seeking a DSS Solution with the capability to collect and integrate disparate claim, provider, financial and enrollment data into an organized system that can be accessed in order to define, measure, and analyze historical, current, and future benefits.

The Contractor must provide a DSS Solution that provides Web-based access that effectively integrates NYSHIP enrollment and claims data for all Empire Plan benefit areas, while allowing for future expansion and integration of additional data. The number of Empire Plan claims has increased at an approximate annual rate of 3.6% over the last five years. See **Appendix I “NYS Empire Plan Number of Paid Services and Claims”** for an overview of

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claims experience based upon number of claims and/or services paid (a claim may be composed of one or more services) for the Empire Plan over the last eight years.

**NOTE:** Unless stated otherwise, Empire Plan data is understood to include the Excelsior Plan and the SEHP.

Project Services required by the Department are as follows:

**1. Implementation**

The Contractor must have a well developed Implementation Plan to ensure that its proposed DSS Solution will be fully functioning within one year after the Contract effective date.

The Contractor's Implementation Plan must be detailed, comprehensive and exhibit a firm commitment that all Implementation activities will be completed within one year of the Contract effective date.

To assist the Contractor in fulfilling its obligations, the Department will provide Department staff to participate in meetings and provide administrative oversight in the data acquisition process to ensure Data Provider cooperation in provision of the initial historical data load during the Implementation period. The Department will provide a workstation, (i.e. desk and chair, personal computer (PC) with internet access and appropriate network access), and appropriate building access for the Contractor's onsite staff, if any, during this period. The Department will provide technical support and maintenance of Hardware (e.g. PC) and associated Department owned and installed Software used by the Contractor's onsite staff. The Department will **not** provide personal phone lines, administrative support staff, or parking privileges to the Contractor's onsite staff.

**a. Duties and Responsibilities**

- (1) The Contractor must deliver an overall Implementation Plan, and designate an Implementation Team composed of individuals knowledgeable in the requirements of a large client comparable to those of the Department. The Implementation Team must be committed to work with the Department to analyze and document User

needs. The Implementation Plan must include evaluation and assessment activities and development of a project plan to achieve the goals of the Project.

- (2) The Contractor must provide, subject to Department approval, a detailed Acceptance Testing Plan (ATP) that identifies the functions the Department will test in order to ensure the Contractor's DSS Solution functionality is fully operational and meets all requirements identified in the RFP. The Department reserves the right to modify the ATP to meet the Department's needs. User training of key participants in the ATP must be completed prior to the start of testing. The ATP must include, at a minimum, the nature and duration of the tests, definition of roles of staff required to perform the tests, process for resolution of testing issues, definition of acceptable test outcomes and provision for Department signoff on testing plan and successful completion of testing activities. The ATP must confirm:
  - (a) The Contractor's DSS Solution meets the requirements set forth in Section IV.B.2 - 6 of this RFP. These requirements include, but are not limited to data management, analytical, query and reporting capabilities, and user specifications; and
  - (b) The Contractor meets the requirements set forth in Section IV.B.7 - 8 of this RFP which include, but are not limited to, system availability and connectivity, response time, environment specifics, and maintenance program.
- (3) The Contractor must, at a minimum, guarantee that all DSS Implementation activities will be completed within twelve (12) months of the Contract effective date, so that all Project Services will be fully operational in all functions required by this RFP. As defined in this RFP, the specified completion date means the date proposed by the Contractor and agreed upon by the Department for delivery of a fully functional DSS Solution; the completion date may not, in any case, exceed twelve (12) months after the Contract effective date. For the purpose of this guarantee, the Contractor must on, or before, the specified completion date have completed:

- (a) Preparation of facilities for long-term physical maintenance and storage of data. See **Appendix I** for Empire Plan paid claims and services over the period 2002 – 2009 and **Appendix K** for data storage information;
- (b) Activities required to bring the DSS Solution to full production and to be fully functioning in all aspects of the Project Services as described in this RFP, (i.e. accepting data from all Data Providers with full decision support capability and able to fulfill all other related tasks and responsibilities designated in this RFP). Initially, the Contractor must submit their proposed data interface requirements to the Department for review and, once approved by the Department, supply all Data Providers with the interface requirements. The Contractor must set up a meeting(s) with all Data Providers within thirty (30) Business Days of the Contract's effective date to present file layout requirements. Once the Data Providers have produced data in a layout conforming to the Contractor's requirements, the Contractor must proceed to load historical data into the DSS Solution and provide access to the Department for acceptance testing no later than sixty (60) calendar days from the date the loadable data is received from the Data Providers;
- (c) Acquisition, validation, and loading of six (6) complete Plan Years of historical data and all current Plan Year data available to be loaded into the DSS. In addition, after the load of historical and current Plan year is completed, a minimum of one complete current update cycle from each current Data Provider must be successfully transmitted, received and loaded into the DSS in order for Implementation to be deemed complete;
- (d) Training, including proficiency testing of Users and, if necessary, additional training of Users at no additional cost to the Department;
- (e) Establishment of User support functions, (e.g. telephonic and online support);  
and

- (f) All activities related to user acceptance testing and received Department sign-off on successful completion of those activities.

**b. Required Submission**

In this part of its Technical Proposal, the Offeror must:

- (1) Provide a detailed Implementation Plan (narrative, diagram, and timeline) designed to implement the Offeror's proposed DSS Solution within one year of the Contract's effective date indicating: roles, responsibilities, estimated timeframes for completion of individual tasks, and testing dates and objectives. The Implementation Plan must include key activities such as:
  - (a) the date the historical initial data feeds from all of the Data Providers will be loaded into the DSS Solution;
  - (b) the date the DSS Solution will be in full production accepting data from all sources with full decision support capability;
  - (c) the dates of user acceptance testing including target test completion dates; and
  - (d) the training dates for Users.
- (2) Submit a proposed Acceptance Testing Plan that identifies the functions that will be tested to ensure the DSS Solution functionality is fully operational and meets all requirements identified in the RFP. At minimum, the ATP must include:
  - (a) Nature and duration of test(s);
  - (b) Identification of resources required to complete the testing process;
  - (c) Definition of roles of staff, both Department and Offeror, as applicable, required to perform tests;
  - (d) Process for resolution of testing issues;

- (e) Definition of acceptable test outcomes;
- (f) Reporting and analysis of test results; and
- (g) Department/Offeror signoff process.

(3) *Implementation Guarantee*: In this part of its Technical Proposal, the Offeror must state its agreement and guarantee that all Implementation activities will be completed to the satisfaction of the Department, as determined in its sole discretion, no later than twelve (12) months from the effective day of the Contract. The Offeror must provide its Implementation Guarantee in the following format:

- (a) Assuming a contract effective date of January 1, 2011, the Offeror proposes an Implementation Completion Date of [Insert Date]. For contract purposes, the Implementation Completion Date will be adjusted in accordance with a change in the contract effective date initiated by, or agreed to by, the Department.
- (b) The Offeror proposes to permanently forfeit [Insert Offerors quoted Number] times the dollar amount of the Ongoing Operations Monthly Fee for each month, or part thereof, after the Offeror's proposed Implementation Completion Date that any of the Implementation activities listed above, in Section IV.B.1.a remain incomplete.

**NOTE:** The Offeror must agree to permanently forfeit, at a minimum, an amount equal to one (1) time the dollar amount of the Ongoing Operations Monthly Fee for each month, or part thereof after the Offeror's proposed date that any of the Implementation activities remain incomplete.

## 2. Data Management

The DSS Solution must provide data management, analytic capability, and support services including benchmarking against accepted industry standards/norms, plan and program evaluation, benefit design and modeling, utilization analysis at provider and member levels

and both standard, pre-defined and Department defined report production. The Contractor must provide a DSS Solution which allows for independent analysis, including the capability to view data at a summary and/or granular level, and the ability to download and manipulate results into a format acceptable to the Department.

Department staff will be available to discuss validation criteria for data for which the Department is the direct provider and/or is provided on behalf of the Department from other Data Providers, as necessary, to assist in resolving escalated data integrity issues with Data Providers. The Contractor must first make best effort(s) to resolve issues through direct contact with the Data Provider.

The following Project Services are required in order to meet the Department's needs:

a. **Duties and Responsibilities**

(1) The Department requires that:

- (a) The DSS Solution be capable of containing a minimum of the previous six (6) complete calendar years of data in addition to the current Plan Year's data to date;
- (b) The Contractor develop and provide the Department with complete documentation of the DSS Solution. The documentation must provide the Department with a complete description of the meaning of the information and any relationships between the information (metadata) that is available from the DSS Solution;
- (c) The Contractor's DSS Solution adheres, to the extent applicable, to the NYS Office for Technology (NYSOFT) policies and standards as stated in New York State Information Technology Policy NYS-P08-005 (Accessibility of Web-Based Information and Applications) in regards to system user interfaces. NYS-P08-005 can be viewed at: <http://www.cio.ny.gov/Policy/NYS-P08-005.pdf>

- (d) The Contractor receive required enrollment and claims data from the Department, or from a Data Provider on behalf of the Department, and loads the data for use in the DSS Solution in a timely manner.
  - (e) The Contractor work with the Department to define specifications such as the method of transmission, frequency of data exchange, and format of the enrollment and claims data feeds (e.g. FTP with PGP encryption, monthly, new set of data – not limited to updates/changes).
- (2) The Contractor must provide a methodology satisfactory to the Department for archiving historical data and retrieving archived data, should the Department choose to utilize such services. The Department requires a minimum of six (6) Plan Years plus the current Plan Year data to be accessible through the DSS Solution.
  - (3) The Contractor must have a secure method to accept data during transmission that complies with applicable federal and State laws, rules and regulations including, but not limited to HIPAA and Appendices A, B and C.
  - (4) The Contractor must use an encryption methodology for data that resides in the DSS Solution that masks the identity of an individual but still provides the means to link together an individual's claim and coverage history without disclosing the individual's social security number or other personal identification indicator. In addition, designated Users must be provided with decryption capability, and/or security level, to associate claim and coverage history to a specific identifiable individual. The Contractor's proposed encryption methodology must ensure all individually identifiable health information is protected in compliance with applicable federal and State laws, rules and regulations including, but not limited to HIPAA.
  - (5) Prior to loading, data quality assurance tests must be performed by the Contractor. Changes to the data to ensure that only data that has passed required validation edits, or to enhance the overall integrity of the DSS Solution, will be the duty and responsibility of the Contractor working in conjunction with the Data Providers and

with Department approval. Areas to be addressed through the data quality assurance process should include, at a minimum:

- (a) Data field format incompatibility errors;
  - (b) Missing data;
  - (c) Field value edits;
  - (d) Data integrity validation appropriate to file specifications, (e.g., if summary totals are provided, the data must be reconciled to those totals);
  - (e) Data validation with external sources;
  - (f) Data calculation errors;
  - (g) Duplicate information within a single file;
  - (h) Submission of duplicate files; and
  - (i) Follow up with a Data Provider(s) to ensure the Data Provider corrects identified data errors and resubmits the corrected data.
- (6) The Contractor must be able to accept data in a variety of formats and media on a monthly, bi-weekly, and weekly basis from the Department and other Data Providers. See **Appendices J through S** for information on formats, media, and frequencies of data updates by Data Providers. The data must be loaded in the DSS Solution maintained by the Contractor.
- (7) A copy of the interface requirements given to the Data Providers by the Contractor must also be supplied to the Department. The Department reserves the right to review, request clarification, and/or suggest modifications to the interface requirements ultimately given to the Data Providers.

- (8) The Contractor's interface requirements must be provided to the Data Providers within thirty (30) Business Days of the contract award. Upon changes in NYSHIP Insurers and/or benefit administrators, the Contractor must provide its interface requirements to the new Insurer or benefit administrator within thirty (30) Business Days of notification of the change by the Department.
- (9) Thirty (30) Business Days prior to the start of each Plan Year, the Contractor must establish and provide the Department with a schedule identifying the planned DSS data loads, as well as due dates for receipt of data from the Data Providers. The Contractor must notify the Department within one (1) Business Day of any failure to meet the due date by any Data Provider.
- (10) *DSS Update Guarantee*: The Contractor must guarantee that the data supplied by the Data Providers will be processed through quality assurance testing and, if the data as submitted meets the standards, the data will be loaded in the DSS Solution not later than fifteen (15) Business Days of its receipt from each Data Provider. This guarantee does not apply to data model changes, new data providers or types, or reprocessing of previously processed data due to Data Provider error.
- (11) On a quarterly basis, the Contractor must submit a report to the Department that details the Contractor's compliance with the Performance Guarantees - DSS Update Guarantee and DSS Solution Availability Guarantee, stated in this RFP in Section IV.B.2 a(10) and B.7.b(9), respectively. The reports are due sixty (60) calendar days after the end of the quarter. In addition, the Contractor must provide timely notification, i.e. within two (2) Business Days, to the Department of any and all occurrences of non-compliance with Performance Guarantees.

**b. Required Submission**

In its Technical Proposal, the Offeror must:

- (1) Describe in detail the proposed process for operating the DSS Solution to meet the requirements specified in this RFP. Include how data interface requirements will be

communicated to the Data Providers and explain the proposed process for scheduling, receiving and validating data. Explain the process proposed for monthly and more frequent regularly scheduled updates and loading of historical data into the DSS Solution once it becomes operational.

- (2) Provide a complete description of the meaning of the information contained in the DSS Solution and any relationships between the information (metadata) that is available from the DSS Solution.
- (3) Describe the process proposed by the Offeror for resolving data integrity issues with Data Providers:
  - (a) During the term of the Contract, there is the potential for one or more insurers/benefit administrators of the Empire Plan components to change. This would require claim data “run-out”, (i.e. transmission of data from the prior insurer/data provider) and integration of the data into the DSS Solution for one or more years coincident with acquisition and integration of data from the new insurer/data provider. Detail the Offeror’s proposed process for handling such a change.
  - (b) Describe in detail the proposed process/procedures for archiving and retrieving historical data, including the frequency of archival process (e.g. annual).
  - (c) Describe the process proposed for ensuring that only data that has passed all validation edits required by this RFP will be loaded in the DSS Solution, and for following up with the Data Providers to correct identified data errors. The Offeror should provide a description of their proposed data validation procedures which should, at a minimum, address the areas identified in Section IV.B.2.a. (5). The Offeror should include the external validation sources it is proposing to be used as part of its DSS Solution and identify the validation sources that will be available to the Department as part of the proposed DSS Solution. In responding to this requirement, the Offeror must include the typical turnaround times for correction of data inaccuracies due to either Offeror error or due to Data Provider error, i.e. Empire Plan insurer, the Department.

- (d) Explain the procedure for maintaining NYSHIP enrollee specific information. The explanation should include possible methods for receiving the information, frequency of the exchange and format of updated information. For example, FTP with PGP encryption, monthly, entirely new set of data with each exchange.
- (e) Confirm the Offeror's ability and agreement to accept encrypted data, in a variety of formats and media on the various frequencies required by the RFP (e.g., monthly, biweekly, and weekly).
- (f) Describe the proposed process for updates from Data Providers in terms of the timing of their receipt and loading into the DSS Solution. For example update each benefit area, (e.g. medical, hospital, prescription drug), at the same frequency (e.g. monthly) but on a staggered schedule (e.g. medical claims on the 5<sup>th</sup> of the month, hospital claims on the 15<sup>th</sup> of the month) or is all data held for one monthly update?
- (g) Provide a detailed description of the proposed transmission encryption methodology including how it will meet federal and State legal requirements as well as the requirements identified by the Department. In responding to this requirement, the Offeror must detail if this a new encryption methodology proposed to be used for the DSS Solution or is it a proven methodology currently used for the rest of the Offeror's books of business. Detail the tasks, if any, required of the Data Providers.
- (h) Provide a high-level description of the technical infrastructure, such as the hardware platform and database management platform, for the proposed DSS Solution.
- (i) *DSS Update Guarantee*: The Offeror must guarantee that the data supplied by each Data Provider will be processed through quality assurance testing and, if the data as submitted meets the standards, the data will be loaded in the DSS Solution not later than fifteen (15) Business Days from the scheduled data

receipt date of the data from each Data Provider. This guarantee does not apply to data model changes, new Data Providers or types, or reprocessing of previously processed data due to Data Provider error. If the data is received after the scheduled receipt date, the data will be loaded in the DSS Solution not later than fifteen (15) Business Days from the date the data was received.

The Offeror shall propose a dollar amount for each twenty-four (24) hour period, or part thereof, to be forfeited for failure to load the data in the DSS Solution by the specified date, as a required above, from each Data Provider.

*The Standard Credit amount for this guarantee is \$500*

Provide the guarantee in the following format:

For each twenty-four (24) hour period, or part thereof, beyond fifteen (15) Business Days from receipt of data from a Data Provider, in accordance with the submitted schedule, that the data is not loaded into the DSS Solution and fully accessible to all Users, the Offeror proposes to forfeit \$\_\_\_\_\_.

- (j) Confirm the Offeror's agreement to submit a report on a quarterly basis that details the Offeror's compliance with the Performance Guarantees - DSS Update Guarantee and DSS Solution Availability Guarantee and to provide timely notification, (i.e. within two (2) Business Days), to the Department of any and all occurrences of non-compliance with Performance Guarantees. The reports are due sixty (60) calendar days after the end of the quarter.

### **3. User Requirements**

#### **a. Duties and Responsibilities**

- (1) Users will be individuals employed by the Department as well as individuals designated by the Department as Users, which may include, but not be limited to, employees of GOER, DOB, OSC and the Department's benefit management and actuarial consultant. The majority of Users will be Department employees located at

the Albany, NY offices of the Department; however, additional Users will be physically located elsewhere. All Users will not have the same level of access and permissions. No User will have the capability to change data in the DSS Solution. The Department is requiring three (3) levels of Users:

- (a) Level 1 User – The Department will require a minimum of fifteen (15) Users to be designated as and receive training as Level 1 Users. Level 1 Users will have full access to all features/functions of the delivered DSS Solution and have the highest level of security permissions granted by the Department.
  
  - (b) Level 2 User – The Department will require a minimum of ten (10) Users to be designated as and receive training as Level 2 Users. Level 2 Users will have full access to all features/functions of the delivered DSS Solution and restricted security permissions, (e.g. the User will not have access to any individually identifying information).
  
  - (c) Level 3 User - The Department will require a minimum of twenty (20) Users to be designated as and receive training as Level 3 Users. These Users will require a significantly lower level of permissions. Level 3 Users will be restricted to accessing simple, predefined queries and standard reports, performing simple data manipulations from the pre-defined reports and queries and exporting data results from such reports/queries. Level 3 Users will not require access to the same applications/software features as Level 1 or 2 Users. These Users would have the most restricted security permissions.
- (2) The Department may require that its maximum number of licensed Users be able to access the DSS at a single point in time. The DSS must allow multiple Users to utilize the system concurrently without limitations to the number of Users at any single point in time.

- (3) Dependent on the category of User, the DSS Solution must provide the Users with the capability to access various functions. At a minimum, the DSS must allow the Level 1 and Level 2 Users to directly view, access, manipulate, compare, and analyze data, run queries and develop non-standard (e.g. user defined) reports. Level 1 and Level 2 Users will have the maximum query capabilities supported by system design and will be able to manipulate the resultant data from these queries; however, the base data will remain unchanged. Level 1 and 2 User capabilities must include, but not be limited to, the ability to:
- (a) Develop and view report information at either a granular and/or summary level, as appropriate for User's needs;
  - (b) Export data to other standard applications (e.g. Microsoft Access, Microsoft Excel, Microsoft Word); and
  - (c) Extract data and reports to print and download.
- (4) User training is required. The Contractor must provide a training plan that is tailored to the types of Users and their assigned permissions. The training plan must include proficiency testing of Users and, if necessary, additional training as required based on results of testing to ensure the DSS training goals and outcomes are achieved with said additional training, if any, at no additional cost to the Department. All training provided by the Contractor under its training plan must be provided onsite at the Department's facilities. On-Demand training must be available, at the Department's request, on an ongoing basis to handle User turnover, system changes and upgrades at the rates set forth in the Offeror's Cost Proposal.
- (5) The DSS Solution's design and operation must conform to applicable federal and State laws and regulations regarding accessibility standards for persons with disabilities. Section IV.B. 2.a(1)(c) provides information regarding NYSOFT standards and policies.

- (6) User support documentation must be provided as applicable to each User Level. The documentation must be provided for all Users, in downloadable electronic versions, preferably PDF. User support documentation must include, but not be limited to:
- (a) User Manuals, quick reference guides;
  - (b) Data Dictionary; and
  - (c) Updates as appropriate to correspond to DSS Solution upgrades/changes.
- (7) Access to both online and telephonic support/Help Desk must be available to all Users regardless of User Level. Online support services, (e.g. help screens, frequently asked questions (FAQs)), must be available 24 hours per day/seven (7) days per week. Telephonic support/Help Desk, utilizing a toll-free number, must be available, at a minimum, Monday – Friday 7:00 a.m. to 7:00 p.m. ET and Saturday 7:00 a.m. – 5:00 p.m. ET. The Contractor must respond to all requests for assistance within four (4) business hours of the initial request and provide a proposed timeline for resolution of the identified issue. The proposed timeline will be subject to mutual agreement by both the Department and the Contractor.
- (8) The Contractor must provide connectivity as a secure, internet-based service. The Department requires:
- (a) Connectivity between the Contractor’s facility at which the DSS Solution is housed and the Department and sites designated by the Department;
  - (b) A browser-only thin client deployment model;
  - (c) Generation of pages that validate to XHTML 1.0 or HTML 4.01 transitional standards;
  - (d) The Contractor must provide all DSS Solution-related Software inclusive of installation, maintenance and support; and

- (e) The Contractor is solely responsible for overall trouble-shooting and problem solving related to the delivered Project Services.
- (9) The Contractor must identify Software requirements, (e.g. compatible browsers including release version), for onsite Department utilization. The Offeror requirements are subject to Department approval.

**b. Required Submission**

In this part of its Technical Proposal, the Offeror must:

- (1) Confirm the Offeror's ability to establish User Levels, including permissions and restrictions on usage, as specified in Section IV.B.3.a(1). In responding to this requirement, the Offeror must describe, in detail, any restrictions on the number of Users overall or within a category, i.e. User Level.
- (2) Describe in detail the capabilities for access, manipulation, analysis, security, etc., for each User Level in the Offeror's proposed DSS Solution. Explain how the Offeror's proposed User Levels will meet the Department's requirements for access, functionality and security at the three levels described in this RFP, Section IV.B.3.a(1).(a).
- (3) Confirm the DSS will not include limitations as to the number of Users able to concurrently use the DSS Solution.
- (4) Provide a description of the training plan the Offeror proposes for Users, including items such as, session length, number of sessions, class size and position/qualifications of instructor(s) providing training. Identify the plan's goals and expected outcomes. The Offeror must state its agreement to provide all training, both initial and subsequent, onsite at the Department's offices. The Offeror must also state if Webinar training is available and confirm the Offeror's agreement to provide On-Demand training, at the Department's request, on an ongoing basis to handle User turnover, system changes and upgrades and at the rates set forth in the Offeror's Cost Proposal.

- (5) Describe the accessibility accommodations of the proposed DSS Solution that can be implemented for disabled Users at no additional cost to the Department.
- (6) Describe and/or provide copies of the User support documentation to be provided to Users.
- (7) Describe the proposed technical support services, online and telephonic, that will be available to Users during the Department's required timeframes for online support services (e.g. help screens, FAQs) and telephonic support services. The Offeror's response should include a description of its Help Desk operation, including staff size. The Offeror must also state its agreement that all requests for assistance will be responded to within four (4) business hours of the initial request, at which time the caller will be provided with a proposed timeline for resolution of the identified issue (subject to mutual agreement by both the Department and the Contractor).
- (8) State the Offeror's agreement to provide secure connectivity as an Internet-based service offering. Describe in detail the Offeror's proposed web-based product. Identify any client(s) for which the Offeror has provided services similar to those set forth in the RFP as an Internet-based service offering. The Offeror's response must state if the identified clients' DSS Solutions have been in full production mode for twelve (12) months or more, with at least twenty-four (24) months of historical data.
- (9) Provide a description of software requirements, (e.g. compatible browsers including release version), for onsite Department utilization.

#### **4. Analytical Capabilities**

##### **a. Duties and Responsibilities**

The DSS Solution must provide Users with the ability to conduct analysis on any field or attribute, either individually or collectively, designated to be populated with data provided by the Data Providers in the DSS Solution. Such capabilities include, but are not limited to, trend and normative analysis and projections of utilization and benefit

costs, benefit and program modeling as tools for use in the administration and oversight of various NYSHIP contracts, and advanced and integrated analytics based on the Contractor's unique and proprietary methodologies. These analytical capabilities must provide Users with the ability to:

- (1) Integrate data for all clinically related services for one patient for a discrete diagnostic condition, from the point the initial treatment is identified until treatment is completed, into an episode of care. The DSS must identify the codes (e.g. AMA ICD-9, APA DSM IV, CPT codes) used in defining the episode and provide the User with the ability to exclude codes and/or include additional codes as the User deems appropriate. The DSS must have the capability to analyze episodes of care in relation to regional and national benchmarks.
- (2) Conduct analysis of individual member's claims experience through unique member identifiers provided in Empire Plan eligibility data.
- (3) Conduct analysis by member demographics such as Benefit Plan, Benefit Program, Medicare status, etc.
- (4) Perform analysis of provider billed, allowed and paid amounts, frequency and complexity of services rendered, geographic location, and other utilization and profiling indicators.
- (5) Perform analysis on diagnostic related groups as defined by the AMA ICD-9 international classification of diseases and American Psychiatric Association DSM IV codes.
- (6) Conduct analysis based on medical and hospital service codes including CPT and revenue codes.
- (7) Allow analysis and evaluation of Empire Plan utilization based on provider participation status.
- (8) Perform analysis of prescription drug data at the National Drug Code (NDC) level based ingredient cost, utilization, therapeutic class, Preferred Drug List (PDL)

status, and specialty and compound drug indicators; allow Users to model various strategies designed to contain costs while enhancing the therapeutic value of PDL drugs.

- (9) Model and analyze potential benefit changes and evaluate cost containment strategies.
- (10) Conduct analysis based on the Contractor's unique and/or proprietary analytic categories and classifications in order to provide Users with enhanced insight and understanding of Plan costs, utilization, and outcome measures.

**b. Required Submission**

In this part of its Technical Proposal, the Offeror must:

- (1) Describe in detail how the Offeror's proposed DSS Solution will provide the Department with the analytical capabilities detailed in Section IV. B. 4. a.
- (2) Describe, in detail, the analytic tool available in the proposed Solution for episode of care analysis. Include components of care identified by the tool, such as costs, procedures, treatment location, etc. State the flexibility or degree of User definition allowed by the tool. Provide an example of an episode of care analysis.
- (3) Identify the industry standard diagnostic and procedural groups the Offeror's proposed DSS Solution will support and explain how the information is integrated in the DSS Solution.
- (4) Describe the tools which will enable users to analyze the data contained in the system in an effective and efficient manner. Characterize the ease of use of the analytical tools, and describe the typical learning curve for new users.
- (5) Describe the advanced and unique analytic tools, categories and classifications proposed that will afford Users the capacity to generate information and reports that provide them with enhanced insight and understanding of Plan costs, utilization, benefit models, and outcome measures.

- (6) Describe the DSS Solution's ability to identify providers by various categories, (e.g. primary care, specialty, network/non-network, group/individual).
- (7) Describe in detail how the DSS Solution will allow a User the capability for future benefit modeling. Include in the description the proposed DSS Solution's ability to evaluate changes in benefits, co-payments, co-insurance, etc.
- (8) Explain how the Offeror's proposed DSS Solution will allow for the evaluation of cost containment programs such as utilization review and case management.

## **5. Query and Reporting Capabilities**

The Contractor must provide the capability for Users to request a variety of information from the DSS Solution and have those results presented in a formatted and organized manner. The proposed DSS Solution must provide the capability to provide user-defined reports and analyses on an as needed basis in addition to standard, pre-defined reports, (e.g. quarterly Empire Plan utilization reports). Reports may be requested to meet clinical program review needs, address special population issues and concerns, and/or for review of contract compliance.

### **a. Duties and Responsibilities**

- (1) The DSS Solution must provide an efficient query tool that allows Users to, at minimum:
  - (a) Access all claims and enrollment files and attributes;
  - (b) Link data for analysis;
  - (c) Select subsets of data fields and/or summary or statistical information;
  - (d) Perform flexible filtering of data through pre-defined groups, (e.g. active vs. retiree), as well as user-defined groups, for those Users with the highest level of privileges;

- (e) To set criteria so that only desired records and/or information is returned. Users should have the ability to select criteria such as age, sex, service type, service location, provider type, and/or diagnostic groupings, (e.g. ICD-9 codes, DRGs), as requested;
  - (f) Sort selected subsets of records or information based on multiple sort criteria; and
  - (g) Save query design for future reference and use.
- (2) The DSS Solution must provide benchmarking capabilities that, at minimum:
- (a) Use and provide full access to files containing standard industry accepted norms including, but not limited to, national, regional, state, and county as grouped by member and provider zip codes, for benchmarking analysis. In addition, the DSS Solution must have the ability to create norms from internal data for comparison purposes; and
  - (b) Provide the capability for comparison of claim experience, enrollment experience, and provider practice/treatment patterns to the normative standards.
- (3) Reporting capabilities should provide the option:
- (a) for the Users to save query results in a permanent file (i.e. table or data file) that can be exported/imported utilizing standard Microsoft Office applications (e.g. Access, Excel, Word);
  - (b) to utilize copy and paste functions; and
  - (c) to allow Users the capability to store and reuse report templates.
- (4) The DSS Solution must provide the capability for Users to define and produce reports required to meet their needs for a particular project or analysis.
- (5) The DSS Solution must provide the capability to deliver pre-defined reports electronically. Examples of such reports may include:

- (a) Utilization reports by enrollee, patient, and/or provider;
- (b) Provider reports that include use and cost performance details for physicians, hospitals, networks;
- (c) Cost trend reports that include hospital admissions, pharmacy utilization, ambulatory surgery and physician services. Trends should include all payment components, (e.g. deductibles, copayments, coinsurance) and cost of benefit; and
- (d) Quarterly and Annual Plan summary reports.

**b. Required Submission**

In this part of its Technical Proposal, the Offeror must:

- (1) For each item of functionality detailed in Section IV.B.5.a(1) – (2), confirm that the proposed DSS Solution query tool satisfies these requirements. Provide a complete description of all query functions and capabilities of the proposed DSS Solution. In its response to this requirement, the Offeror must include how the proposed DSS Solution will allow Users to select query parameters from a defined menu of choices as well as the option to allow a User to specify the fields and values to define the query.
- (2) The Offeror must describe the DSS Solution’s capability for exporting/importing query results into standard Microsoft Office applications such as Access, Excel, and Word.
- (3) Describe the filtering capabilities of the proposed DSS Solution.
- (4) Describe the benchmarking resources offered by the proposed DSS Solution.
- (5) The Offeror must describe the report writer function included in the DSS Solution.

- (6) Confirm the DSS Solution report function's ability to provide copy and paste functions and to store and reuse report templates.
- (7) Provide the proposed DSS Solution's average response times for pre-defined, standard reports; include in the response how response time will be measured and monitored.
- (8) Detail how/if the proposed DSS Solution will allow the production of reports upon request, i.e. at time other than the scheduled production date(s).
- (9) Describe the Offeror's proposed quality control procedures to be put in place to assure the accuracy and timeliness of reports.

## **6. Consulting Support Services**

Once Implementation has been completed and DSS Solution has been deemed fully operational and acceptable by the Department, the Contractor must provide enhanced analytical assistance to Users at the Department's request. Such enhanced analytical assistance may include, but not be limited to, assistance in a specific task or project, expert advice regarding the dynamics of the health care delivery system, pharmaco-economics, the input of benefit design changes or enrollee behavior and health status. The support services shall provide expert technical advice and query development assistance to identified Users. Such Consulting Support Services are not to be considered as User Training, either initial or incremental ongoing training.

### **a. Duties and Responsibilities**

- (1) Once the DSS is fully operational to the Department's satisfaction, the Contractor must provide, upon the Department's request, a minimum of 400 hours of consulting support services during the balance of the term of the contract.
- (2) The consulting support services must provide analytical support and expert guidance in clinical and statistical data analysis in relation to special or exigent projects

requiring a more complex level of data review and study. These services are separate and apart from User Training, either initial or incremental ongoing training.

- (3) Consulting services are understood to include, but not be limited to, assistance in a specific task or project, expert advice regarding the dynamics of the health care delivery system, pharmaco-economics, the input of benefit design changes or enrollee behavior and health status

**b. Required Submission**

In this part of its Technical Proposal, the Offeror must:

- (1) State its agreement to provide a minimum of 400 hours of consulting support services during the Ongoing Operational phase of the contract.
- (2) Describe in detail the types of consulting support services the Offeror proposes to provide during the term of the contract for these required services.
- (3) Clearly specify those consulting support services that will be provided in the normal course of business under this contract for which no charge will be assessed to the Department.

**7. DSS Solution Operational Requirements**

The Department requires that the Contractor provide the following functions and meet specific requirements to fulfill the Department's needs.

**a. Duties and Responsibilities**

- (1) The Department requires that the DSS Solution be available in its entirety to Users Monday – Friday 7:00 a.m. – 7:00 p.m. ET and Saturday 7:00 a.m. – 5:00 p.m. ET (Normal Business Hours). To the extent possible, the Contractor must agree to schedule outages for required maintenance or system upgrades outside of Normal Business Hours. Any unavoidable maintenance or system upgrades that cannot be scheduled outside of Normal Business Hours and must take place during those hours

must receive prior approval from Director of the Department's Employee Benefits Division or his designee. The Contractor must provide the Department with, at a minimum, forty-eight (48) hour notice of any and all preventive maintenance and/or service interruption due to system upgrades or enhancements that may occur during Normal Business Hours.

- (2) Unscheduled interruptions of Project Services must be restored within four (4) hours of loss of Project Services. The Department's designated contact must be notified of the interruption within thirty (30) minutes of the detection of the disruption. The notification must include the reason for the interruption and estimated timeframe for restoration of Project Services. Notification must be provided to the Department's contact upon full restoration of services.
- (3) In the case of an interruption exceeding four (4) hours, a written and verbal explanation of the cause and remedial steps taken to avoid a reoccurrence must be provided to the Department within five (5) Business Days of restoration of Project Services.
- (4) The Contractor must have physical safeguards in place that ensure Department data is secure from unauthorized persons and unauthorized access at all times. Technical safeguards must also be maintained so as to ensure that the data is stored in a secure manner and will be processed such that the confidentiality of the data is protected at all times. The Contractor must agree to provide both physical and technical security for this project in agreement with the policies, terms and conditions stated in this RFP, the resultant Contract and Appendices A, B and C.
- (5) The Contractor must have existing corporate policies and procedures in place regarding ethics, privacy and security pertaining to the protection of client data and information. At minimum, the Contractor must for the protection of NYSHIP DSS data and activities agree to apply policies and procedures equal to Department policies and procedures and equal to or better than the policies and procedures in existence for other clients. Such effective, comprehensive policies and procedures must be maintained for NYSHIP data and information in perpetuity.

- (6) The Contractor is required to provide all centralized computing Hardware, Software, staffing, maintenance, and associated processes and procedures necessary to support the proposed DSS Solution in a facility provided by the Contractor. The Contractor is required to provide preventive maintenance and keep the various Hardware and Software components of the DSS Solution current with release and maintenance levels. Hardware and Software not supported by the manufacturer cannot be utilized for the DSS Solution. The Contractor must make all upgrade/enhancements available to the Department in the delivery of the DSS Solution at no additional cost to the Department.
- (7) The Contractor must establish, use, document and maintain professionally and technically sound quality assurance standards, techniques and tools including, but not limited to, the following:
- (a) Operational procedures;
  - (b) Data naming standards;
  - (c) Standards and techniques for controlling data synonyms, aliases and versions;
  - (d) Standards for data characteristics;
  - (e) Data design standards to ensure modularity, extensibility and flexibility, and to ensure the efficient and consistent use of the data;
  - (f) Standards for data searching and cross-referencing techniques;
  - (g) Standards to control data redundancy;
  - (h) Standards for data views;
  - (i) Standards for database administration; and
  - (j) Test-of-correctness and objective measurements of quality.

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(8) The Department requires that the Contractor have a thorough and detailed Disaster Recovery Plan (DRP) in place that is updated and tested at least annually. The DRP must include offsite secure backup of the DSS Solution and the ability to establish a fully functional DSS Solution at the alternative location, if needed. The DRP must have safeguards in place to ensure the security and confidentiality of the data and system is neither compromised nor corrupted.

(a) In addition, the DRP must, at a minimum, meet the following requirements:

(i) If the DSS Solution fails, the DSS Solution shall be able to be restored to its last consistent state before the failure occurred. The Contractor must address any data loss resulting from a system failure;

(ii) The DSS Solution shall retain archived data and system records in accordance with State regulations, policies, and procedures;

(iii) The DSS Solution shall be designed assuming zero fault tolerance (i.e. no single physical or electronic point of failure);

(iv) The DSS Solution shall be backed up on a regularly scheduled basis; the schedule must be provided to the Department for review and approval;

(v) The DSS Solution backup media shall be stored offsite in a controlled access, physically protected location;

(vi) Scheduled maintenance shall be coordinated with the Department;

(vii) The DSS Solution shall be fully functional during Normal Business Hours with the exception of scheduled outages for maintenance agreed to by the Department; and

(viii) In the event of data loss or data corruption, the DSS Solution shall be able to recover lost data within one (1) day from local backup/recovery and within three (3) days from offsite backup/recovery.

**b. Required Submission**

In its Technical Proposal, the Offeror must:

- (1) Confirm the Offeror's agreement to the Department's required hours of availability, including notification of scheduled service interruptions as required by the Department, i.e. minimum forty-eight (48) hour prior notification, and avoidance of scheduling maintenance and/or system upgrades during Normal Business Hours. Provide an explanation of how availability is calculated, (e.g. inclusion or exclusion of planned outages in calculation). In responding to this requirement, the Offeror must include detail as to how many times has services been unavailable greater than 1% of the agreed upon hours of operation in the last three (3) years for clients similar in size and receiving similar services.
- (2) State the Offeror's agreement to provide both physical and technical security for the Project in agreement with the policies, terms and conditions stated in this RFP and Appendices A, B and C. The Offeror must describe in detail the protections, procedures, policies, and remedies in place to prevent the DSS data or NYSHIP activity from being disclosed to, or accessed by, any unauthorized individual, entity or organization. The Offeror provide detail of safeguards to be used for the protection of NYSHIP data and activities from disclosure to such individuals, entities or organizations. Such protections should include, but not be limited to:
  - (a) Identification and description of:
    - (i) technical Firewalls;
    - (ii) physical security; and
    - (iii) any other protections provided.
  - (b) Identification and description of corporate policies and practices, including:
    - (i) employee privacy awareness and ethics training
    - (ii) policies and procedures for reporting inappropriate inquiries by unauthorized individuals, entities or organizations

- (iii) application of access restrictions, permission revocations and/or other disciplinary actions, including financial penalties, that may be imposed on an individual or individuals found to be inappropriately accessing client data or gaining knowledge of client activities.
- (3) Identification of actions designed to mitigate possible harm to the Department, NYSHIP Contractors, and/or enrollees should unauthorized disclosure of DSS data and/or NYSHIP activities occur. Such actions may include but not be limited to compensation to the Department for all such damages.
- (4) Describe in detail the procedures and safeguards the Offeror will implement following the conclusion of the project or termination of the Contract to render DSS data unrecoverable and prevent accidental and/or unauthorized access to such data.
- (5) Describe the capabilities of the system for pre-scheduling reports. In responding to this requirement, the Offeror must include any limitations as to when reports may be scheduled and if reports may be scheduled to run overnight.
- (6) Clearly state the Offeror's agreement to offer the Project Services in such a manner that the Department has no responsibility for the operation, maintenance and related upgrades of the DSS, (e.g. the decision support system software, technical infrastructure and associated processes and procedures).
- (7) Describe the proposed process for monitoring Project Services and notifying the Department of service interruptions. Include the proposed frequency of notification (initial and updates), and items that will be reported in the notification, (e.g. the reason for the interruption and estimated timeframe for restoration of services).
- (8) Detail the proposed process to restore Project Services. Describe the proposed steps to be taken to evaluate and remediate the causes of system outages.

(9) *DSS Solution Availability Guarantees*: The Offeror must guarantee that the DSS Solution will be available in its entirety to Users Monday – Friday, 7:00 a.m. – 7:00 p.m. ET and Saturday 7:00 a.m. – 5:00 p.m. ET, with the exception of previously agreed to scheduled outages due to required maintenance or system upgrades. The Offeror’s responses must be provided in the following format:

- (a) Confirm the Offeror guarantees that the DSS Solution will be available in its entirety to Users Monday – Friday, 7:00 a.m. – 7:00 p.m. ET and Saturday 7:00 a.m. – 5:00 p.m. ET, with the exception of previously agreed to scheduled outages due to required maintenance or system upgrades.
- (b) For each hour, or part thereof, beyond the initial four (4) hours from the loss of Project Services that the DSS Solution is not available in its entirety to Users, with the exception of previously agreed to scheduled outages due to required maintenance or system upgrades, the Offeror proposes to forfeit *Insert Number* times the Ongoing Operations Monthly fee, pro-rated to an hourly basis.

***Note: The standard credit amount to be forfeited is two (2) times the Ongoing Operations Monthly fee pro-rated to an hourly basis.***

The measurement of hours to which the forfeiture is applied shall begin with the first hour the DSS is not available. To illustrate, the DSS is not available for five (5) hours and fifteen (15 minutes) during Normal Business Hours in *Month A* which equates to six (6) hours that the DSS Solution was not available. The Offeror shall forfeit 2 x the Ongoing Operations Monthly fee for *Month A* pro-rated to an hourly rate x 6 (hours).

- (c) Confirm the Offeror guarantees that for each month, the DSS Solution will be available in its entirety, with the exception of previously agreed to scheduled outages, for a minimum of 98% of the scheduled operating hours, based on Normal Business Hours.

(d) For each month, in which the DSS Solution is not available in its entirety, with the exception of previously agreed to scheduled outages, for a minimum of 98% of the scheduled operating hours, based on Normal Business Hours, the Offeror shall forfeit an amount equal to [insert Offeror proposed Number] time(s) the full Ongoing Operations Monthly fee.

**Note:** The standard credit amount to be forfeited is one (1) time the full Ongoing Operations Monthly fee.

To illustrate, during *Month A*, the DSS should be available, in its entirety, 298 hours (rounded up to the nearest full hour) based on 304 hours (12 hours/day x 22 weekdays [Mon – Fri] in *Month A* = 264 hours + 10 hours/day x 4 Saturdays in *Month A* = 40 hours) x .98. In this example, if the DSS is available 298 hours or less, the Offeror shall forfeit one (1) time the full Ongoing Operations Monthly fee for *Month A* in which the DSS was not at, or above, the 98% availability standard.

(10) Describe the proposed method to be used to measure, monitor and report system response time.

(11) Provide the location of the facility at which the DSS Solution will be housed, hardware configuration, including manufacturer and models, software configuration for the servers and workstations and the network configuration. Describe in detail the Offeror's proposed Preventive Maintenance Plan. State the proposed process for acceptance testing and approval of upgrades and enhancements.

(12) Describe the quality assurance standards, techniques and tools proposed to be used for the DSS Solution. In responding to this requirement, the Offeror must state if the Offeror has received a Statement of Auditing Standards (SAS) No. 70 certification. If yes, provide the date and a copy of the most recent audit, and state if the Offeror has ever received a qualified opinion as a result of an SAS 70 audit. If yes, provide a detailed explanation of the identified exceptions and/or control deficiencies and remedial action(s) taken as well as a copy of the report.

- (13) Submit a copy of the Offeror's most current Disaster Recovery Plan. Include, in detail, the process for data backup, including the frequency of back-up proposed for the DSS Solution, and offsite storage.

## **8. Security**

The DSS Solution and all associated support processes and procedures must be compliant with Federal Health Insurance Portability and Accountability Act (HIPAA) laws and all applicable federal and State laws and regulations concerning data security and personal privacy protection.

### **a. Duties and Responsibilities**

- (1) The Contractor must commit to maintaining compliance with all federal and State privacy protection laws for the life of the Contract.
- (2) The Contractor must have an Information Security Plan (ISP) for the DSS Solution, acceptable to the Department in place on the effective date of the Contract resulting from this RFP, which states all security policies and procedures for the protection of data, equipment and facilities, including receipt of and transmission of data in accordance with Department standards, policies and procedures. The ISP must, at a minimum:
  - (a) Conform to the requirements of the Department of Civil Service Information Security Policy (**Appendix T**);
  - (b) Support the Department of Civil Service Protocol for Protective Security Measures for Applications with High Sensitivity. Refer to **Appendix U**;
  - (c) Agree to the policies, terms and conditions stated in this RFP, the resultant Contract and Appendices A, B and C.;
  - (d) Allow for the configurable control of access to processes, reports, content and functions;

- (e) Allow the definition of a robust, multi-level row security model;
  - (f) Allow the maintenance of a robust, multi-level row security model;
  - (g) Support configurable role-based security and
  - (h) Support the encryption of data being communicated over a public network.
- (3) The Department reserves the right, at its discretion, to perform security audits on the Project Services being provided to the Department. In the event the Department elects to perform a security audit, either independently or via a third party, the Contractor must agree to cooperate fully with the audit and respond to all findings in the audit in a timely manner.

**b. Required Submission**

In this part of its Technical Proposal, the Offeror must:

- (1) Include a copy of the Offeror's proposed DSS Solution ISP for providing and maintaining compliance with HIPAA and all federal and State privacy laws and regulations. The Offeror's ISP should confirm it will comply with, at a minimum, the items identified in Section IV B. 8.a.(1) and (2)
- (2) State the Offeror's agreement to comply and cooperate with any Department security audit.

**C. Transition and Termination of Contract**

**1. Transition Period**

The State may require the Contractor to provide uninterrupted Project Services after Contract termination/expiration as the State deems reasonable and necessary and/or as necessary for the State to comply with all legal requirements for establishing a new contract to continue the provision of Project Services (Transition Period).

The Department anticipates the selection of a successor contractor be completed approximately one year prior to Contract termination. The Contractor and the Department must ensure that any transition from one Contractor to another Contractor is carried out in accordance with the provisions of Article XIV of Section VII and in a way that allows for minimal disruption to the Department. Consequently, it is important that a transition plan be established in a timely manner.

**a. Duties and Responsibilities**

- (1) The Contractor must commit to fully cooperate with the Department and the successor Contractor, if any, to ensure the timely, smooth transfer of information necessary to provide the Project Services.
- (2) At all times during the Transition Period and unless directed otherwise in writing by the Department, the Contractor shall continue all contractual obligations set forth in the Contract until such time as the State (i) has approved the Contractor's proposed transition plan, and (ii) an orderly transition to the Department or a Successor Contractor, if applicable has been completed pursuant to the approved Transition Plan as referenced below. The Contractor shall be required to meet its contractual obligations pursuant to this Article notwithstanding the issuance of a termination for cause or convenience by the Department.
- (3) Within ninety (90) Days of the Department's written request, but not later than ninety (90) Days prior to the end of the term of the Contract, or within forty-five (45) Days of notice of termination of the Contract, whichever event occurs first, the Contractor shall provide for approval of the Department a detailed written plan for Transition (Transition Plan) which outlines, at a minimum, the timeline, tasks, milestones and deliverables associated with the smooth transition of Services to the Department or a Successor Contractor, if applicable. Contractor agrees to amend the Transition Plan to include all other information deemed necessary by the Department: The Transition Plan must, at a minimum detail:

- (a) The length of time proposed by the Contractor to complete the transition of Project Services to the Department or a Successor Contractor, if any (Transition Period);
- (b) encompass the transmission of data, provision of data dictionaries representing Department owned data, conversion tables/data mapping and related duties and functions necessary for a smooth transition of the Project Services to the Department or a Successor Contractor, if and as applicable; and
- (c) encompass the completion of all outstanding Contractor provided services/deliverables, including, but not limited to, the Department requested projects incurred on or before the scheduled termination date of the Contract.

The Contractor shall be responsible for providing Transition Services in accordance with the approved Transition Plan.

- (4) “Transition Services” shall be deemed to include Contractor’s responsibility for all Project Services under the Contract, and for transferring in a planned manner specified in the Transition Plan all such services to the Department or a Successor Contractor, if applicable. It is expressly agreed between the Parties that the level of service rendered during the Transition Period shall be maintained in accordance with and shall be subject to all the terms and conditions of the Contract, provided, however, that where a portion of the Project Services has been transitioned to or assumed by the Department or a Successor Contractor during the Transition Period, Contractor shall not be held responsible for the negligent acts or negligent omissions of the Department or the Successor Contractor for any degradation associated with that portion of Project Services transitioned resulting from the negligent acts or negligent omissions of the Department or the Successor Contractor.

**b. Required Submission**

In its Technical Proposal, the Offeror must:

- (1) Provide an outline of the key elements and tasks that would be included in the Transition Plan with a brief explanation on how these key elements would be accomplished.
  
- (2) Recommend the estimated start date, duration of the transition period and an approach for ensuring a smooth transition from the Offeror, as the incumbent Contractor, to the Department or a successor Contractor, if any.