

REQUEST FOR PROPOSAL - Amended 7/8/2024

ENTITLED:

“New York State Health Insurance Program Decision Support System (DSS)”

Official Responses to Offerors' Questions

Question Number	RFP Page #	Section Reference	Question	Response
1	8-9	RFP Section 1.5	Do both the prime offeror AND any subcontractors have to meet ALL Minimum Offeror Eligibility Requirements?	<p>Per Section 1.5, <i>Minimum Offeror Eligibility Requirements</i> of the amended RFP, Offeror means any responsible and eligible entity submitting a responsive Proposal to the amended RFP. It shall be understood that references in the amended RFP to “Offeror” shall include said entity’s proposed Key Subcontractor or Affiliates, if any.</p> <p>The Offeror, either directly or through its subcontractor(s), must meet all Minimum Offeror Eligibility Requirements as specified in Section 1.5 of the amended RFP. The Selected Offeror will remain responsible for all duties and responsibilities under the Contract resultant from the amended RFP regardless of subcontractor participation.</p>
2	62	RFP Section 5.5	How is this different than the Acceptance Testing Plan which must include training?	<p>Amended RFP Section 5.5.3, requires the Offeror to include in their Technical Proposal details regarding 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, and identifying the plan’s goals and expected outcomes regarding training during the term of the Contract. Section 3.2.1.c. of the amended RFP requires the Offeror to provide a detailed Acceptance Testing Plan</p>

				(ATP) that identifies the functions the Department will test in order to ensure the Offeror's DSS functionality is fully operational and meets all requirements identified in the amended RFP. 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.
3	N/A	RFP Section 2	Please confirm physical address and recommended courier for mailing hard copies.	All hard copy materials should be mailed to the address specified in Section 2.1.1, <i>Designated Contact</i> of the amended RFP: Ben Leavitt New York State Department of Civil Service Attn: Office of Financial Administration Empire State Plaza, Swan Street Building, Core 1 Albany, New York 12239
4	29	RFP Section 3.2, Implementation Plan	Can you confirm that all administrative deliverables, such as the Acceptance Testing Plan (ATP), are due following the start of the contract?	Not confirmed. Per Section 5.3.2 of the amended RFP, the Offeror must submit as part of their Technical proposal a proposed Acceptance Testing Plan (ATP) that identifies the functions that will be tested to ensure the DSS functionality is fully operational and meets all requirements identified in the amended RFP.
5	2	Appendix C, Section 3.2,	Can notification be conducted via SOC 2 Type 2 audit results?	Yes, if the Description Criteria is included in SOC 2 Type 2 audit results.
6	12	Appendix C, Section 11.4	Merative does both Privilege and Non-Privilege accounts twice a year. Is that acceptable?	Access reviews performed twice a year would be acceptable to the Department as long as it does not materially impact the security of the system. Offerors should submit a Non-material bid deviation using Attachment 6 of the amended RFP for the State's consideration.

7	15	Appendix C, Section 20.1b	Merative follows NIST CSF guidelines; in addition, Health Insights follows HITRUST controls. Each framework covers and can be mapped to NIST 800-53 controls. Does this approach cover this requirement?	This is acceptable as long as they can be mapped to 800-53.
8	18	Appendix B, 31.1.a Termination for Convenience	Will Contractor be reimbursed for expenses incurred prior to the termination notice necessary to support future services, occurring after the term date?	Without knowing the specifics regarding the expenses and the future service being referenced, the State cannot respond directly to the question. With that said, if the State terminates the Contract pursuant to Appendix B, Section 31.1.a, Termination for Convenience, “ ... the State shall remain liable for all accrued but unpaid charges incurred through the date of the termination.”
9	80	RFP Section 8, 3.c.2 Additional Provisions	Would you accept a modification to this requirement, so that this requirement is placed on the Health Plan or the State, as we are collecting data from the state and the insurers, not from individuals?	As the resulting Contractor will be receiving data from the State and the State’s Business Associates (i.e., Plan administrators) and will not be collecting data directly from Members or Enrollees, they will not be responsible to obtain consents and/or authorizations from individual members.
10	7	Appendix B, Section 17	Can the state please specify the types of information that will be needed as part of a financial audit (e.g., audited financial statements)?	A financial audit would examine the financial transactions, records, and other documentary evidence relating to the Contractor’s delivery of Project Services to determine the accuracy and fairness of items on the Contractor's submission of claims for payment under the Contract.
11	6	Appendix B, Section 13	Certain third-party content providers require flow-down terms to be included in our customer contracts (e.g., American Medical Association & American Dental Association), adding the provider as a 3rd party beneficiary. Will the Department accept these requirements as part of our contract?	No, the State will not accept Offerors content providers as third-party beneficiaries of the resultant Contract. In addition, there is insufficient information provided with regard to additional requirements that may impact the use of third-party content. If the Offeror requires flow down provisions in the resulting Contract, they should be submitted using Attachment 6, <i>Non-Material Deviations Template</i> of the amended RFP for the State’s consideration.
12	8	Appendix B, Section 19	Subcontracting: Do you have any flexibility to remove or modify this requirement?	Insufficient information is provided to respond to the question regarding modifications to this section. Non-material bid deviations can be submitted using the

				Attachment 6, <i>Non-Material Deviations Template</i> of the amended RFP for the State's consideration.
13	11	Appendix B, Section 23	Dispute Resolution: Is the Department open to alternative dispute resolution arrangements?	Insufficient information is provided to respond to the question regarding modifications to this section. Non-material bid deviations can be submitted using the Attachment 6, <i>Non-Material Deviations Template</i> of the amended RFP for the State's consideration.
14	14	Appendix B, Section 27	We are providing a Commercial-Off-the Shelf (COTS) product designed to be implemented and configured for each customer through the use of parameter settings and data tables controlled by the COTS software. Our offering does not constitute "work for hire" where we would develop custom software for Client. Will you accept modification distinguishing between deliverables created specifically for the client versus existing Contractor intellectual property?	Amended RFP Appendix B, Section 27.b addresses ownership of existing Contractor Software: "Title and ownership to existing software delivered by Contractor under the Contract that is normally commercially distributed by the Contractor or a third-party proprietary owner, whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products shall remain with Contractor or the third party."
15	84	RFP Section 8, 3.m Additional Provisions	Will the Department accept an appropriate cap on the indemnity?	With regard to amended RFP Section 8.3(m), the State will not accept a cap on indemnity.
16	6	Appendix B, Section 16	Can you please confirm if this requirement is for employment-related taxes and taxes on Merative's income?	Appendix B, Section 16(a) is regarding purchases made by the Department on behalf of the State of New York. Appendix B, Section 16(b), is with regard to Contractor's liability and responsibility for social security, unemployment insurance, workers' compensation and other taxes and obligations to which Contractor may be subject to by law.
17	80	RFP Section 3.d	Can we please add the following language to the RFP as iii under 3.d, "Department either has or has obtained the appropriate rights and	The Department declines to add this language.

			<p>licenses to grant to Contractor both during the term of this Solution Description and thereafter the following with respect to Department Content: Department hereby grants to Contractor the right to de-identify Department Content and grants a perpetual, irrevocable, nonexclusive, royalty-free, nontransferable license to use, disclose, distribute, license, copy, display and demonstrate all Department Content, in a de-identified format for inclusion in Contractors Book-of-Business databases. For the purpose of the preceding sentence, the term “de-identified” shall mean information that satisfies the requirements set forth in 45 CFR Section 164.514(b), as amended. In connection with use of the Department Content in its Book of Business databases, Contractor agrees to follow the confidentiality provisions set forth herein. Contractor certifies that it is in compliance with applicable laws, with respect to privacy and data security relative to Department Content and that it has implemented and currently maintains an effective information security program to protect Department Content, which program includes administrative, technical, and physical safeguards.”</p>	
18	35	RFP Section 3.6, Query & Reporting	<p>Could the state please describe what adhoc query/reporting tools/solutions it currently uses to support its DSS activities?</p>	<p>The Department’s DSS activities are supported by the incumbent’s Merative Advantage Suite Ad Hoc Report Writer and IBM’s Data Science Connect.</p>

		Capabilities		
19	66	RFP Section 5.9, DSS Operational Requirements	Requirement 10 appears to reference cloud service-related details including security. This requirement mentions FedRAMP, could the state clarify whether FedRAMP authorization or compliance is a requirement? Additionally, while requirement 10 mentions FedRAMP (and other standards) it does not ask specifically about CSA (Cloud Security Alliance) which is referenced in Appendix C Page 16, could the state provide clarification on any differences between the requirements listed here and those listed in Appendix C?	<p>FedRAMP compliance or authorization would comply with this requirement.</p> <p>FedRAMP is a set of security and privacy controls for cloud security. The CSA guidelines are more of best practices.</p> <p>CSA provides the Cloud Security Alliance Consensus Assessments Initiative Questionnaire (CAIQ) that is mentioned in Appendix C Page 16. This is to document security controls implemented in the proposed solution.</p>
20	66	RFP Section 5.9, DSS Operational Requirements	Is the reference to FedRAMP, referring to the Cloud environment only or also the solution deployed in the Cloud environment? For example, if a Contractor can deploy in a GovCloud (Azure/AWS), but the solution is not yet FedRAMP authorized, will this be acceptable?	Yes, compliance with this requirement would be met if the cloud environment was FedRamp compliant.
21	N/A	Exhibits 5-11 Layouts	Is there a data dictionary available for the layouts in the Exhibits 5-11?	No, the Empire Plan carriers consider this information proprietary. Upon contract award, it would be the responsibility of the awarded Contractor to obtain this information directly from the Empire Plan carriers including, if required, execution of any agreements, as required, to obtain this information.
22	N/A	Exhibit 4, Record Counts and Sizes	Within this Exhibit the sizes referenced in the summary to the right are Megabyte (MB), but the column heading for each table references Gigabyte (GB), can you please confirm which is correct (MB or GB)?	Gigabyte Megabytes is the correct reference. See amended RFP Exhibits 2, 3, and 4.

23	29	Data Management	Please provide the expectation from the Department on the number of environments that must be maintained (Development, Testing, and Production, etc.).	Section 3.3 Data Management of the amended RFP does not specify the number of environments that must be maintained by the Offeror.
24	66	RFP Section 5.9, DSS Operational Requirements	If we are deployed on a cloud, does the Department wish to deploy on their Cloud? If not, is the Department willing to accept cloud consumption costs to be passed through? If not, where should the cloud costs be included in the Financial Proposal, and will they be excluded from the evaluation?	The Decision Support System will not be deployed in a State cloud environment. The resulting Contractor is responsible for all costs associated with the deployment and ongoing costs associated with the maintenance and operation of their DSS solution including the hosting in a cloud environment. Attachment 18, Ongoing Operations Monthly Fee Form, is where Offerors would submit their proposed Ongoing Operations Monthly Fee which is inclusive of all operational costs.
25	N/A	Attachment 22, Data Analysis Form	Is there an average expectation of the volume size and frequency of the data extracting Python?	Please refer to the amended RFP Exhibit 1, <i>Empire Plan Number of Paid Services and Claims</i> , for claims and record counts categorized by year, and broken down by each of the (4) Empire Plan program administrators.
26	78	RFP Section 7.3, Financial Proposal Evaluation	The evaluation of the Financial Proposal accounts for the cost of the Implementation and Ongoing Operations. Given the incumbent will be significantly favored in this evaluation since they will have little to no implementation costs, would the Department consider providing a method to balance the scoring for non-incumbent proposers?	Per Section 7.5 of the amended RFP, the bid proposals will be evaluated based on Best Value. The proposal that optimizes quality, cost, and efficiency among responsive and responsible Offerors shall be selected for award.
27	13	RFP Section 2.1.6, Submission of Proposals	Would the Department consider an electronic only submission of the proposal organized in the manner provided (Technical, Administrative, Financial, and Master) in order to conserve paper?	No, Offerors must strictly adhere to the instructions indicated in Section 2.1.6 of the amended RFP, <i>Submission of Proposals</i> . However, Proposals and Attachments may be printed double-sided.
28	N/A	Appendix C, Section 20.1 Cloud Services	We would like to confirm with the state that either Cloud Security Alliance standards or FedRAMP are required	Cloud Security Alliance standards and FedRAMP leverage the NIST 800-53 guidelines for security and privacy controls for federal information systems. Either

			but not both?	Cloud Security Alliance standards or FedRAMP must be complied with. In addition, Section 20.1b of the amended RFP indicates that NIST 800-53 guidelines must be followed.
29	N/A	Appendix C, Section 20.1 Cloud Services	For CSA is there a requirement that the vendor be a CSA Trusted provider or participate in the STAR registry (if not required to be a trusted provider) and if so which level of assurance? STAR level 1 or level 2?	There was no requirement for the vendor be a CSA Trusted provider or participate in the STAR registry, but the CAIQ is required, which is the basis for STAR level 1 membership.
30	N/A	Appendix C, Section 18 Payment Card Industry Data Security	Has the current vendor for NYSHIP DSS performed project services to or on behalf of the department where they were acting as a merchant or payment card processor as defined by PCI DSS standards? If so, could the state please describe the type of services which were provided? If not, could the state describe any potential expectations they have for such services in the future?	No, the current vendor for NYSHIP DSS does not provide project services to or on behalf of the department where they were acting as a merchant or payment card processor as defined by PCI DSS standards. There is no expectation for the term of the resulting contract where PCI DSS standards would be required, but if so, compliance with PCI DSS standards would be required.
31	N/A	RFP Section 3.3.1, Duties & Responsibilities	Does the state anticipate loading any other types/sources of data other than "additional providers?" For example, state employee job/role data and/or socio-economic data?	As NYS systems are updated, there could be changes to the NYSHIP Eligibility Layout in amended RFP Exhibit 5. However, at this time, the State does not anticipate loading any additional data fields related to eligibility.
32	33	RFP Section 3.5, Analytical Capabilities	Could the state please describe what analytical tools/solutions it currently uses to support its DSS activities ?	See the response to Question 18.
33	33	RFP Section 3.5, Analytical Capabilities	Are there current reports or dashboards currently in use that the Department would like recreated. in the new DSS during implementation? If so, please provide the number of reports/dashboards. and a description of these.	There are currently 10 reports ran on a monthly basis; please see bulleted list below. The Department will determine during the Implementation Period if some or all of these reports will continue to be needed and require recreation as part of the implementation phase. In addition, amended RFP Section 3.6.1.e provides examples of reports the Department may require as part

				<p>of the DSS.</p> <p>The current list is:</p> <ul style="list-style-type: none"> • COVID 19 Reporting • Monthly Drug Reports • Monthly Drug Reports Medicare vs. Non-Medicare • Monthly Empire Plan Key Trends • Monthly Early Retirees Empire Plan Key Trends • Monthly Overview Total Empire Plan • Monthly Overview Active and Early Retiree • Monthly Carelton Out of Network (OON) Dashboard • Monthly UHC OON Dashboard • Monthly Paid Claims Update <p>Amended RFP Sections 3.6.1.c and 3.6.1.d advise of required User reporting capabilities, including the capability for Users to define/produce reports required to meet Users needs for a particular project or analysis.</p>
34	33	RFP Section 3.5, Analytical Capabilities	Could the state provide information on any current systems that would require integration with the DSS?	There is no requirement for the proposed DSS to be integrated with a current State system.
35	6	General	Who is currently managing and operating the existing DSS?	Merative, US, LP is the current contractor for the New York State Health Insurance Program Decision Support System (DSS).
36	6	General	What type of data visualization tool - QuickSight, PowerBI, Tableau?	The amended RFP does not specify the application the resulting Contractor must use to address the visualization functionality requirements in the amended RFP.
37	6	General	How many reports and dashboards are there?	Please see answer to Question 33.
38	6	General	How many users currently use the DSS?	The DSS is currently utilized by approximately 47 total Users within the Department of Civil Service (DCS), The Office of the New York State Comptroller (OSC), The New York State Division of the Budget (DOB), The New York State Department of Financial Services (DFS), and The New York State Office of Employee Relations (OER).

				<p>Additionally, data analysis tools (Data Science Connect), are utilized by 9 total users within the Department of Civil Service and The Office of the New York State Comptroller.</p>
39	6	General	<p>How many users will need to be trained?</p>	<p>Per Section 3 of the amended RFP, the Offeror must complete training for <u>all</u> DSS Users to ensure designated staff are familiar with the functionality of the delivered DSS.</p> <p>The selected Offeror will be responsible for Initial Training of DSS Users prior to the Project Services Start Date to ensure designated staff are familiar with the functionality of the delivered DSS. Initial Training is to include how users are to access DSS, run reporting appropriate to either a Level 1 or Level 2 User, and how to run more complex ad hoc queries.</p> <p>Occasionally, User training will be required throughout the term of the Contract resultant from the amended RFP at no additional cost to the Department. Additionally, the selected Offeror will be responsible for training those Users the Department identifies for utilizing additional data analysis tools, which includes the ability or functionality to query, download, and compare very large amounts of data by using Python or equivalent data mining and analysis tools.</p>