

ATTACHMENT 8



**Department of
Civil Service**

Non-Material Deviations Template - "Health Maintenance Organizations Specifications for the New York State Health Insurance Program"

Offeror Name: MVP Health Plan

An Offeror is required to use this Non-Material Deviations Template when submitting any proposed non-material deviations and/or alternates. Offeror's proposed deviations must be submitted with its Proposal. Each proposed deviation (addition, deletion, counteroffer or modification) must be specifically enumerated, in a writing, which is not part of a pre-printed form. The writing must identify the specific Solicitation requirement (if any) the Offeror rejects or proposes to modify by inclusion of deviation. The Offeror must enumerate the proposed deviation (addition, deletion, counteroffer or modification) from the Solicitation, and the reasons. **Note:** Every column of the template must be completed.

Deviation Number	Page #	Section Reference	Proposed Deviation with Detailed Explanation
1	4 of 13	Appendix C, Section 4.2	<p>MVP provides the following counteroffer: MVP Health Plan (MVP) does not have a HITRUST certification. HITRUST is under consideration for a future initiative. MVP is required to comply with the NYS Department of Financial Services (DFS) Model Audit Rule (MAR). A MAR audit is performed on a yearly basis and tests MVP ITGC controls. The results of the audit are filed, and the results are on with NYS DFS if they are needed. The 2020 MAR audit will be completed by the end of 2020.</p> <p>In addition, MVP undergoes a yearly SSAE 18 / SOC 1, type 2 audit for our Facets (Claims adjudication) system to test MVP's ITGC's. The most recent audit was completed and signed off on November 8, 2019 for the time period of Jan 1, 2019 - Sep 30, 2019. The 2020 audit is currently in process and is expected to be completed on time. MVP also undergoes additional audits and checks from various other state and federal entities during the year including, but not limited to NCQA and HEDIS. This should provide a reasonable assurance that MVP has implement the proper protections for PHI data.</p>
2	4 of 13	Appendix C, Section 4.2	<p>MVP Health Plan feels the identified wording below in Appendix C, Section 4.2 does not provide MVP any recourse in the event an unreasonable timeframe is stipulated by the Department for remediation. MVP requests a modification to the wording in Appendix C, Section 4.1 as identified in the wording provided below.</p> <p>Original Appendix C, Section 4.2 wording: Upon request, Contractor shall complete a security controls assessment conducted by the Department or its designated agent ("Security Assessment"). To the extent that the security controls assessment identifies any risks or deficiencies for which remediation is required, such remediation requirements or compensating controls (and the timeframes within which the remediation requirement or compensating control must be successfully implemented) will be provided in writing to the Contractor. Contractor's failure to complete any remediation requirements within the required timeframe shall be deemed to be a material breach of the agreement.</p> <p>MVP Health Plan's requested modification to the wording in Appendix C, Section 4.2. Upon request, Contractor shall complete a security controls assessment conducted by the Department or its designated agent ("Security Assessment"). To the extent that the security controls assessment identifies any risks or deficiencies for which remediation is required, such remediation requirements or compensating controls (and the timeframes within which the remediation requirement or compensating control must be successfully implemented) will be provided in writing to the Contractor. The Department agrees to negotiate in good faith, a mutually acceptable timeframe for the remediation to take place. Contractor's failure to complete any remediation requirements within the required agreed upon timeframe shall be deemed to be a material breach of the agreement.</p>