

RFP # 2013-IS-01

Regional Care Organization Implementation Support RFP Vendor

Questions & Answers

Item	RFP Paragraph	Page	Question
1	Price Proposal Sheet		<p>In reviewing the spreadsheet to input staff costs, I don't find where potential vendors can input fringe costs or a fringe %. This would also apply to overhead. Is it Medicaid's intent to have the potential vendors roll these costs up into the hourly rate? Therefore, the hourly rate would become a "loaded rate" rather than the actual annual salary rate.</p>
<p>It is Medicaid's intent to have all vendor costs for the staff member included in the hourly rate.</p>			
2	N/A		<p>Please advise if it is mandatory for the prime to attend the vendor conference at Montgomery, Alabama or would it be sufficient that some of the partners that we hope to work with attend the conference?</p>
<p>The person attending needs to be a representative of the prime vendor. They do not necessarily have to be employed by the prime vendor.</p>			

3	N/A		Please advise if Alabama Medicaid Agency will have a conference audio bridge number for the interested vendors to dial in.
No.			
4	N/A		Are the answers given today during the mandatory vendor conference the official answers?
No. The official answers are those posted on the Medicaid procurement website.			
5	N/A		Has the State established a budget for this project? If so, can you share it?
The answer is "no" to both questions.			
6	N/A		Are there any constraints around who you can partner with or number of sub-contractors?
The RFP states in section P.1. TRANSMITTAL LETTER paragraph c the following: Identification of the Entity that will be the prime contractor and the name of the corporation or other legal entity submitting the proposal. It shall also include a statement identifying any and all subcontractors, if any, that are needed in order to satisfy the requirements of this RFP. The percentage of work, as measured by percentage of total contract price, to be performed by the prime contractor shall be provided. Subcontracted work shall not collectively, exceed forty percent (40%) of the total contract price. The Entity will assume sole and exclusive responsibility for all of the contractor responsibilities and work indicated in the RFP (including any and all addenda).			
7	N/A		Can you have resources offsite and price accordingly in the cost proposal?

<p>With the exception of specific positions described in the RFP as onsite the statement found in section II-A General Information paragraph 2 states as follows: With the permission of Medicaid, certain work can be performed at the Contractor's site if it can be demonstrated that the off-site work provides a savings to the State, and the work done offsite does not interfere with or slow the progress of the project, or reduce the quality of the work product(s).</p>			
8	N/A		<p>The word "Offeror" is listed several times within the RFP as singular. How does a conflict of interest as mentioned in the RFP apply to the Offeror or subcontractors?</p>
<p>The questioner is apparently referencing section P.3. CORPORATE BACKGROUND AND EXPERIENCE paragraph a: Corporate Background, "Offerors must identify any current contracting or subcontracting relationship(s) that may result in a conflict of interest with the requirements of this RFP. " In this sentence, the phrase contracting or subcontracting refers to current contractual or sub contractual relationships the offeror has. Elsewhere in the RFP when the term subcontractor is used it refers to an entity to with which the offeror forms a relationship to fulfill the requirements of this RFP.</p>			
9	N/A		<p>Is it expected that the Offeror and subcontractors have prior experience working together?</p>
<p>While we do not require prior working experience between the Offeror and subcontractors, any such experience would be looked upon favorably during evaluations.</p>			
10	N/A		<p>Do you expect to procure one TPA or one per region?</p>
<p>While we have not made any final plans at this time, we are currently anticipating only one TPA to support all the RCOs.</p>			
11	N/A		<p>Can a vendor partner with the current MMIS contractor or can the current MMIS contractor bid on this RFP?</p>

<p>There is no prohibition of the current MMIS contractor responding to this RFP as either an Offeror or a subcontractor. Note, however, that because the selected Offeror for this RFP will be assisting in establishing requirements for the TPA, the Offeror and any of its subcontractors would be prohibited from bidding on any subsequent TPA procurements.</p>			
12	N/A		Will RCOs be licensed insurers? If not, in what way will they assume risk?
<p>Under Act 2013-261, Section 10B states: “notwithstanding any other provisions of law, a regional care organization shall not be deemed an insurance company under State law”. Regional Care Organizations in Alabama are unique entities established under this Act which by law must assume risk but are not insurers under the state definition of an insurance company.</p>			
13	N/A		Is the State planning to use standard HIPAA transactions for payment to RCOs?
<p>While a final determination has not been made, it is anticipated that RCOs will be paid using HIPAA transactions.</p>			
14	N/A		What are the work expectations of onsite staff? 40 hours?
<p>Unless otherwise approved it is anticipated that onsite staff would work 40 a week. See question 7.</p>			
15	N/A		Why the gap of time between 10/1/2013 & 11/7/2013?
<p>All contracts resulting from an RFP must be reviewed by the Legislative Contract Review Oversight Committee. The processing time for the contract documentation is one month. This timeframe ensures the contractor and Medicaid review and approve the documents before meeting the submission deadline of the Legislative Contract Review Oversight Committee.</p>			
16	N/A		Do you see the scope of work changing for this project?
<p>The State reserves the right to change scope during the project. We do not anticipate major changes in scope.</p>			

17	N/A		The scope is very broad and the evaluation of the cost proposal appears to be based on total amount. Is the evaluation of cost based on an aggregate amount?
Yes. Offerors must include adequate staff to meet all requirements of the RFP and to estimate hours accurately. Evaluators will use the estimated hours in evaluating whether an Offeror has adequately staffed this project.			
18	N/A		How will the selected Offeror be given approval to work on selected tasks?
See section II-F. Reports and Project Control paragraph a. Objective/Task Assignment page 14 & 15.			
19	N/A		Will the current Actuarial service help with setting capitated payment rates?
Yes.			
20	N/A		Is the State applying for an 1115 wavier? If so, what is the role of the Actuary? What do you expect the Offeror to do in assisting the state to obtain the wavier?
Yes, the State is applying for an 1115 waiver. The Actuary is assisting in all the financial portions of the waiver. The Offeror may need to assist the state in the non-financial portions of the waiver including policy development. For more details read the 1115 wavier concept paper located at http://medicaid.alabama.gov/documents/2.0_Newsroom/2.7_Topics_Issues/2.7.3_RCOs/2.7.3_1115_Submission_CMS_5-17-13.pdf .			
21	N/A		What does the State anticipate being involved in 2-D Objectives and Tasks objective 1 program planning and design task B page 9 to assist in the preparation and formatting of reports, survey,

			brochures and newsletters?
The Offeror would work with our Communication Division to develop materials designed to educate stakeholders, advocates, consumers, legislators, and the public concerning the status and implementation of our regional care organizations.			
22	N/A		We were not able to attend the pre bid conference. We missed the notification for this RFP. It says that the pre bid conference was mandatory. Kindly let us know if we can still respond to this RFP.
Vendors who did not attend the mandatory pre bid conference may not participate as Offerors. They are still permitted to participate as subcontractors.			
23	N/A		Would any vendor having an existing contract with the State be precluded from submitting or being awarded the work as described in this RFP?
No, unless the state determines a conflict of interest exists. Please note that “ Offerors must identify any current contracting or subcontracting relationship that may result in a conflict of interest with the requirements of this RFP” as stated in section P.3. Corporate Background Experience Paragraph a Corporate Background page 23 of the RFP.			
24	Section I - Background	3	The Table of Contents on page 4 references “Section B. Schedule of Events and Mandatory Letter of Intent” although Section B on page 3 does not include information about a letter of intent. Is a

			letter of intent required? If so, what is required in the content of the letter and what is the due date?
No letter of intent is required.			
25	Section I - Background	6-7	What is the State's current thinking on the role of the Regional Organization (RCO)? Will they be full risk managed care entities; Accountable Care Organizations (ACOs); or non-risk Administrative Services Organizations (ASOs)?
Act 2013-261 requires RCOs to enter into a risk contract with the Alabama Medicaid Agency.			
26	Section II – Scope of Work, II-D – Objectives and Tasks, Objective 1 – Program Planning and Design, Task A	9	Does the State anticipate multiple federal waivers and/or State plans or should the Offeror assume a waiver and/or State Plan Amendments (SPAs) only for purposes of implementing the service delivery system described in Senate Bill (SB) 340? Does the State anticipate that the Offeror will assist in Centers for Medicare & Medicaid (CMS) negotiations over a waiver or waivers in addition to preparing such a waiver(s)?

<p>The Offeror will only be assisting in CMS waiver or State Plan Amendments (SPAs) development related to the implementation and operations of Regional Care Organizations. There may be multiple waivers and or SPAs submitted as a part of this contract.</p>			
<p>27</p>	<p>Section II – Scope of Work, II-D – Objectives and Tasks, Objective 1 – Program Planning and Design, Task B</p>	<p>9</p>	<p>Does the State have a sense of the number of "reports, surveys, brochures, and newsletters" for this task? Would the purpose of these documents be to educate the public? The Legislature? Medicaid beneficiaries? Over what period of time?</p>
<p>The State anticipates working with the successful Offerors to determine the optimal number of reports, surveys, brochures, and newsletters, as part of this contract. This task is listed under program planning and design. Therefore we anticipate the bulk of this work will happen prior to the operational period for RCOs. This work will continue for the duration of the contract period. See answer 21.</p>			
<p>28</p>	<p>Section II – Scope of Work, II-D – Objectives and Tasks, Objective 2 – Managed Care Development and Support, Task A</p>	<p>9</p>	<p>Under the new model, does the State intend that its Medicaid Management Information System (MMIS) will continue to pay fee-for-service (FFS) claims generated by the providers within the RCOs? Does the State intend to pay at existing FFS rates? Will the MMIS also be expected to generate "capitation" payments to RCOs? Will the Offeror need to be prepared to develop the RCO rates and are these rates that should anticipate full risk for services or a per member per</p>

			<p>month (PMPM) to cover the costs of an Administrative Services Organization (ASO)? Will the MMIS be expected to process encounter data?</p>
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The State has not made any final determinations relative to these questions. Initial thoughts are that the MMIS will process both FFS claims for services excluded from the RCOs and encounter claims for services covered by the RCOs. We also anticipate the MMIS generating capitation payments to RCOs. Our Actuary will develop the RCO rates.

29	<p>Section II – Scope of Work, II-D – Objectives and Tasks, Objective 2 – Managed Care Development and Support, Task B, Subtask 2</p>	9	<p>Please clarify the role of the successful bidder in drafting versus reviewing RFP language, evaluation criteria, etc. so that cost proposals may be based on comparable scope of work across bidders. Please clarify the nature of the RFP. Is it to select a single statewide Third Party Administrator (TPA) or one or more RCOs? If the RFP is to select multiple RCOs, will there be a single RFP?</p>
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The successful Offeror will work with State staff to draft RFP language as well as reviewing RFP language developed by State staff. As stated in the vendor conference, our current thinking is there will be a single state wide Third Party Administrator but the results of the research described in subtask (1) may alter this path. **See question 10.**

30	Section II – Scope of Work, II-D – Objectives and Tasks, Objective 2 – Managed Care Development and Support, Task C	10	What managed care contracts does the State currently have in place in its service delivery system? If no existing managed care contracts exist today, where do managed care organizations fit into the proposed service delivery structure in SB 340?
As stated in the vendor conference presentation, the State currently has a Patient First Primary Care Case Management program, as well as an ACA 2703 (SB 340 is now referred to as ACT 2013-261). Health Home and Prepaid Ambulatory Health Plan for maternity care. We anticipate all of these programs becoming part of the RCOs.			
31	Section II – Scope of Work, II-D – Objectives and Tasks, Objective 2 – Managed Care Development and Support, Task C	10	Please clarify the nature and amount of contracting assistance so that cost proposals may be based on comparable scope of work across bidders. Should drafting or reviewing the initial managed care contract language for the RCOs be budgeted under Objective 2 – Managed Care Development and Support, Task B – Third Party Administrator or Objective 2 – Managed Care Development and Support, Task C – Provide Assistance for the Managed Care Contracting Process?
Task B refers only to assistance related to the development of the RFP for the TPA and the contract which we anticipate will be statewide. Task C refers to assistance in the development of the contracts for the RCOs.			

32	Section II – Scope of Work, II-D – Objectives and Tasks, Objective 2 – Managed Care Development and Support, Objective 2, Task D	10	Does the State already have an existing Health Information Exchange (HIE) infrastructure?
Yes.			
33	N/A		Are there three regional HIE infrastructures?
No.			
34	N/A		Is the staff support required for this task required to actually act as the HIE Coordinators or support existing coordinators?
They are required to act as HIE coordinators.			
35	Section II – Scope of Work, II-D – Objectives and Tasks, Objective 3 – Program Monitoring and Data Analysis, Task A	10	What existing databases does the State have and maintain? Does the Agency have a current sense of the number of databases the Offeror will be expected to build and/or maintain?
The State currently has databases related to claims payment, recipient demographics, and HIE related data. The Offeror will work with the state to determine the optimal number of databases required to monitor and support the RCO implementation and operations. The Offeror will then provide expertise and assistance in maintaining those databases.			

36	Section II – Scope of Work, II-D – Objectives and Tasks, Objective 3 – Program Monitoring and Data Analysis, Tasks B and C	11	These tasks both reference contract monitoring and development of monitoring work plans for "managed care." Does the State refer to the SB 340 service delivery system as managed care? If not, what care is managed today or will be managed in the future under SB 340 in the State?
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Managed Care as used in this RFP refers to the service delivery system developed as a result of SB 340. (SB 340 is now referred to as ACT 2013-261).

37	Section II – Scope of Work, II-D – Objectives and Tasks, Objective 3 – Program Monitoring and Data Analysis, Task B and Objective 4 – Quality Management Analysis and Support, Task F	11&13	Please provide information on the number and location of staff to be trained and if technology can be leveraged to deliver training (i.e., web-based training modules).
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The State anticipates the training to be delivered onsite. We believe that the training can likely be done in one class room setting (or by using "Train the Trainer" approach). Web based training modules can be used with Medicaid approval.

38	Section II – Scope of Work, II-D – Objectives and Tasks, Objective 3 – Program Monitoring and Data Analysis, Task B and Objective 4 – Quality Management Analysis and Support, Task F	11&13	Do five regional staff, two RNs, and one IT staff need to be fulltime onsite? If yes, does the State have an anticipated timeframe for building internal capacity to replace these contracted positions?
Yes, the staff indicated must be full time onsite. The State expects bidders to use their professional judgment regarding timing of such staff being available full time and to reflect such in the pricing section. The vendor should not anticipate these positions being replaced during the life of the contract.			
39	Section II – Scope of Work, II-D – Objectives and Tasks, Objective 3 – Program Monitoring and Data Analysis, Task E	11	Can the State provide a standard number of research briefs per year so that cost proposals may be based on comparable scope of work across bidders?
This task is designed to be generic in nature therefore the number of research briefs per year is not known. For the purposes of responding to this RFP please assume 10 research briefs per year.			
40	Section II – Scope of Work, II-D – Objectives and Tasks, Objective 3 – Program Monitoring and Data Analysis, Task	11	How many readiness reviews should be budgeted (for the TPA, RCOs)?

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There will be at a minimum 5 readiness reviews (1 per RCO). There may be more than 5 depending on the methodology used for readiness reviews and whether some regions have multiple RCOs.

41	Section II – Scope of Work, II-D – Objectives and Tasks, Objective 4 – Quality Management Analysis and Support, Task E	13	Please confirm that Task E was intentionally left out and is solely a sequential lettering error.
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The omission of Task E is an error. There is no Task E.

42	Section II – Scope of Work, II-D – Objectives and Tasks, Objective 4 – Quality Management Analysis and Support, All Tasks	12-13	What quality monitoring does the State perform for its Medicaid program today? What databases does it have related to quality metrics and outcomes? What is the current staff complement for quality monitoring within the State's Medicaid Agency?
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Information on quality initiatives can be found at http://medicaid.alabama.gov/CONTENT/4.0_Programs/4.6_Quality_Initiatives.aspx . Currently one physician, two merit staff, and three contract staff support our quality metrics initiative. Data being collected under this initiative is being stored in a single repository.

43	Section II – Scope of Work, II-D – Objectives and Tasks, Objective 4 – Quality Management Analysis and Support, Tasks B – D and Objective 5 – Program Management and Infrastructure Development, Task D	12-13	Can the State provide a standard number of technical assistance hours per year so that cost proposals may be based on comparable scope of work across bidders?
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The State is asking vendors to estimate hours to assist in determining the level of effort required by offeror staff to complete the task. Staff of different skill levels and expertise may require a different number of hours to complete the same task. The state expects Offeror to estimate hours based on the skill sets and expertise of the staff they intend to use on this project.

44	Section II – Scope of Work, II-F – Reports and Project Control	14	This section states that each objective/task will have an Agency-based leader and that leader will "issue to the Contractor a task order request which will provide a description of the work to be performed." How are these task orders developed and what relationship do they bear to the proposed work plan submitted by the Offeror?
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Task orders will be developed by State staff to accomplish the objectives as identified in this RFP. These requests will correspond broadly to the tasks identified in this RFP.

45	N/A		To what extent should the Offeror price the proposal to accommodate task orders that expand the tasks identified in this RFP?
Unless the Offeror will require additional tasks to accomplish any the tasks identified in the RFP, the Offeror price should only reflect what is identified in the RFP.			
46	N/A		Does the State anticipate hiring multiple contractors and then "sub-bidding" each task?
No.			
47	N/A		Is it correct that the Offeror must prepare a detailed work plan for the whole project but then prepare an even more detailed work plan with a project price and staffing related to each individual task order issued by the State?
Offerors are required to prepare a work plan for the project in accordance with the instruction in this RFP. The successful offeror will be required to submit a work plan for each task order issued by the State. The level of detail for the work plan required should commensurate with the complexity of the task.			
48	Section III – Pricing and Attachment I	16	It appears that the cost proposal will be evaluated based upon hourly rates and estimated hours for task completion. As the objectives are oriented toward consulting and not specific deliverables, does the Agency anticipate awarding the highest number of points to the bidder with the lowest

			combination of rates and hours, even though the number of hours may be highly speculative given the type of support requested?
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Pricing will only be one component of the evaluation. It is correct that the highest number of points for the pricing component will go to the offeror with the lowest combination of rates and hours. However, the State will expect the Offeror to perform tasks that are materially the same to the tasks described in the RFP using no more hours than are identified in their response.

49	Section VII – Submission Requirements, L - Price	20	This section indicates that the proposal is to include the RFP Cover Sheet to indicate the “...firm and fixed price.” Does this mean the aggregate amount quoted in the contract represents a fixed price for completion of the scope of work rather than a contract based upon hourly rates? For example, Objective 1, Task A describes “...technical and consulting assistance to the Agency for new Waivers and/or State Plan Amendments...,” but how will the proposer know the number of waivers or SPAs the Agency will want to submit? Does the Agency expect a fixed price for the work regardless of the lack of specifics regarding the requested tasks?
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Firm and fixed price as used in this RFP refers to a set hourly rate for staff at a particular skill level.			
50	Section VII – Submission Requirements, P – Technical Proposal Format, 4.(b).1	25	The requirement regarding the Contract Project Manager indicates three professional references. Does this mean references for the specific individual proposed to fulfill this position or does it mean three references for the Offeror?
The references must be for the specific individual proposed.			
51	Section VII – Submission Requirements, P – Technical Proposal Format	28	The section of the RFP requires a detailed work plan with start and end dates. How should the Offeror schedule such dates as the tasks lack specific deliverables?
The Offeror should use their experience in providing solutions similar to those required in this RFP to determine the deliverables deemed necessary to complete the task.			
52	N/A		Although not identified specifically in the RFP, SB 340 appears to have a significant impact the direction of Alabama Medicaid. Regarding SB 340: <ul style="list-style-type: none"> • Is the purpose of SB 340 to attempt a managed care structure while still maintaining a basic FFS payment system? Is this to accommodate the lack of State appropriation in the hospital payment system?

ACT 2013-261 (SB 340 is now referred to as ACT 2013-261) was written and passed by the Alabama legislature. The State declines to comment on the purpose of the ACT beyond what is identified in the ACT itself.			
53	N/A		Is the first possible date for a RCO to begin taking responsibility for providing services October 2016?
An RCO can begin taking responsibility for providing services at any time they have met all the requirements set forth by ACT 2013-261 and developed by the Alabama Medicaid Agency.			
54	N/A		Does the State have any infrastructure yet in place for the "deeming" of a probationary certificate?
No.			
55	N/A		Has the State decided how many Medicaid regions it will have?
We will have five regions.			
56	N/A		Does the State anticipate that each RCO will have multiple sub-capitated entities within it? If not, under what federal authority does the State anticipate that CMS will permit required enrollment of Medicaid beneficiaries into a single RCO?
The State anticipates allowing RCOs some leeway in how they are structured. Discussions with CMS about the 1115 waiver authority are in the early stages.			
57	N/A		The law speaks to "capitation" payments and yet expressly forbids a RCO from being a risk-bearing insurance company. In this

			context, what does the capitation payment include and is the RCO really at risk or does the State continue to bear risk for services provided?
We anticipate the RCOs actually bearing risk. See answer 12.			
58	N/A		At what point does the Medicaid Agency have authority to contract with an "alternate care provider?"
See ACT 2013-261 Section 7.			
59	Pg. 9, Objective 2 Task A. MMIS-related Activities	9	As the State requires the Offeror to assist in the design, development, and implementation oversight of the claims adjudication and payment processes and, in Task B, contemplates hiring a Third Party Administrator, that would assume some to the responsibilities currently handled by the states MMIS agent, would the State deem that the current MMIS agent would have a conflict of interest and, therefore, be precluded from bidding or subcontracting?
See response to question 11.			

60	N/A		<p>SB 340 describes a process that would allow for “traditional” managed care organizations to participate in the Alabama Medicaid process in the event that there is not sufficient participation from regional care organizations.</p> <p>Therefore, should a managed care company chose to bid or subcontract on this contract, would they then be precluded from bidding as a Medicaid MCO in the future?</p>
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The State would consider it a conflict of interest for any party who served as a prime contractor or subcontractor on this procurement to bid as a Medicaid MCO.

61	N/A		<p>While the State is clear in allowing for the use of subcontractors, is it the State’s position that the prime contractor could lack experience and/or capability in any task area and still be a qualified respondent based on inclusion of subcontractor(s) that possessed experience that the prime contractor lacked?</p>
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Yes.

62	N/A		If an Offeror chooses to include a subcontractor(s) to meet project capability or qualification requirements, will the State briefly speak to how the prime contractor would serve as the single point of oversight and management of subject areas for which said prime contractor has no expertise and/or experience internally?
The prime contractor would serve as the initial point of contact between the State and the subcontractor and must insure that all subsequent interactions with the subcontractor are no more difficult than interactions with the Offeror. The Offeror is ultimately responsible for the actions of any subcontractors used as a part of this project.			
63	Pg. 11 Objective 3 Task C. Assistance with development of monitoring work plans and updates	11	This section calls for a minimum of five (5) full-time staff - one for each region. Does the State have an estimated date by which these individuals must be available to the State on a full-time basis?
Fall 2014.			
64	Pg. 25, P.4.(b) Staff	25	Is it the State's expectation that any, or all, of the staff required in 1-9 of this section be employees of the prime contractor? If so, please identify which.
It is not required that any of the positions in this section be employees of the prime contractor.			

65	Pg. 25,P.4.(b) Staff	25	When the State refers to “full-time equivalents” in this section, is it permissible, for example, to include two individuals, both meeting the requirements in No. 3 Budget Analyst, to share this role? Similarly, may an individual serve in multiple capacities, as long as said individual is not allocated at more than full time?
Yes to both questions.			
66	Pg. 25, P.4.(b) Staff	25	Is it the intent of the State that each of the individuals outlined in 1-9, including the nurses identified in No. 6, be available full time at the onset of the project, and, therefore, budgeted as such in the pricing section? Alternatively, does the State expect bidders to use their professional judgment regarding timing of such matter and to reflect such in the pricing section?
The required positions are needed from the beginning of the contract and vendors should price accordingly in their bid response.			
67	Pg. 26 P.4. (b) Staff	26	Item No. 6 in this section indicates that a Bachelor of Science in Nursing Degree is required. Would the State consider revising this requirement to read, “a Bachelor of Science in Nursing Degree or RN

			(Registered Nurse) designation is required”?
A Bachelor of Science in Nursing Degree is required.			
68	Pg. 25 P.4. (b) Staff	25	The introductory text in this section refers to “key personnel positions specified” as well as “contract required staff.” Please clarify if the State is using these terms interchangeably. If not, please define each.
Yes, the two terms are used interchangeably.			
69	Pg. 25 P.4. (b) Staff	25	Item number 1 in this section mentions a “Contract Project Manager” as well as a “Program Manager.” Please clarify if the State is using these terms interchangeably. If not, please define each.
Yes, the two terms are used interchangeably.			
70	N/A		I want to make sure that there is not any conflict of interest if a vendor currently providing staff support is a prime or a subcontractor on the RCO RFP.
It depends on the nature of the support being provided. The support provided must not have been involved in any way in the development this RFP. At a minimum, this should be identified as a potential conflict of interest in the bid response.			

71	Pg. 9, Objective 2 Task A. MMIS- Related Activities	9	Please describe the State's anticipated deliverables associated with: The selected Offer will assist in the design, development, and implementation oversight of the claims adjudication and payment process under the new health care delivery structure. Such activities will include development of rules, processes, procedures and controls to properly pay claims, provide reporting and monitoring of claims, and to provide quality assurance and adequate fraud prevention. The Offer will also provide assistance with other activities as may be necessary to comply with CMS requirements.
Anticipated deliverables include but are not limited to: process and procedure manuals; claims adjudication recommendations (including specific edits and audits); recommended claims reports with suggested formats; and samples of other recommended quality assurance or fraud prevention measures. The Offeror will be asked to use their expertise to recommend, develop, and assist other staff in the development of such deliverables.			
72	RFP Due Date and Time	1	Because the scope is so large, several firms are contemplating partners, and a thoughtful and robust response is required, would the State consider

			extending the due date from Thursday, September 12, 2013 to the end of the month?
No, in order to perform adequate evaluation and meet the established dates for the Legislative Contract Review Committee, which only meets monthly, we are unable to change our time schedule.			
73	Section F: Scoring	28	We understand that “Vendor profile and experience” counts for a maximum of 25 points. Please clarify the breakout of points between staffing, corporate qualifications and references.
Staffing- 5 points Corporate qualifications and reference-20 points			
74	Section O: Small and Minority Business Enterprise Utilization	33	This section indicates that, “In accordance with the provisions of 45 CFR Part 74 and paragraph 9 of OMB Circular A 102, affirmative steps shall be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction, and

			<p>services.”</p> <p>Please clarify if and how this requirement is accounted for in the scoring of proposals. Are there any points for disadvantaged business participation? If so, please provide the percentage of participation required (or considered “meaningful”) and the scoring point associated with the participation.</p>
<p>Points will not be awarded during the evaluation process for utilization of small and minority businesses.</p>			
75	Section H: Contract a Public Record	32	<p>May bidders submit a redacted Public Record version of their proposal on CD?</p>
<p>See page 20 of the RFP. VII. Submission Requirements; N. Copies Required</p>			
76	N/A		<p>Could the Vendor be contractually bound just by submitting a response to the RFP?</p>
<p>No.</p>			
77	N/A		<p>In the past, the Alabama Medicaid Agency (the “Agency”) has been</p>

			<p>willing to include a Limitation of Liability provision in a contract with a successful vendor. Given the complexity of the scope of work under this RFP and the likelihood of vendors utilizing subcontractors, the issue of a Limitation of Liability, even if such limit is a significant dollar amount, is especially important to reputable firms. Is the Agency willing to work with the successful vendor to include a mutually acceptable Limitation of Liability provision in the resulting contract? If yes, how should the vendor convey its desire to include a Limitation of Liability provision in its proposal response?</p>
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Please see **Amendment 1** to RFP Number: 2013-IS-01.

78	Section E; IX: General Terms and Conditions		Is the Agency willing to work with the successful vendor to modify the confidentiality provision of the General Terms and Conditions contained in E of Section IX of the RFP to make the confidentiality provision mutual and to add additional specificity around confidentiality requirements? If yes, how should the vendor convey its desire to include this change in its proposal response?
No.			
79	N/A		Is the Agency willing to work with the successful vendor to include an Ownership of Materials provision in a contract with a successful vendor which would provide that although all materials prepared by the vendor

			<p>specifically and exclusively for the Agency are owned exclusively by the Agency, the vendor will retain all copyright, patent and other intellectual property rights in the methodologies, methods of analysis, ideas, concepts, know-how, models, tools, techniques, skills, knowledge and experience owned or possessed by the vendor? If yes, how should the vendor convey its desire to include this change in its proposal response?</p>
No.			
80	N/A		<p>Is the Agency willing to work with the successful vendor to include an Ownership of Materials provision in a contract with a successful vendor which provides specificity around the use of the work performed by</p>

			vendor and the disclosure of such work? If yes, how should the vendor convey its desire to include this change in its proposal response?
Any materials developed by a successful Offeror as part of this contract will require express written permission from the Agency before it may be used elsewhere.			
81	N/A		Is the Agency willing to add a severability provision in a contract with a successful vendor? If yes, how should the vendor convey its desire to include this change in its proposal response?
Please see IX. General Terms & Conditions section HH. Choice of Law page 37 .			
82	N/A		Is the Agency willing to add a no third party beneficiaries provision in a contract with a successful vendor? If yes, how should the vendor convey its desire to include this change in its proposal response?
No.			
83	N/A		Is the Agency willing to add a jury trial waiver provision in a

			contract with a successful vendor? If yes, how should the vendor convey its desire to include this change in its proposal response?
No.			
84	Section IX: Terms and Conditions; Provisions J and L		Is the Agency willing to modify the terminations provisions in J and L of the General Terms and Conditions contained in Section IX of the RFP to make such provisions mutual? If yes, how should the vendor convey its desire to include this change in its proposal response?
No.			
85	Section IX: Terms and Conditions; F		Is the Agency willing to modify the Security and Release of Information provision of the General Terms and Conditions contained in F of Section IX of the RFP to include language that more clearly specifies the

			security of and conditions of release of information? If yes, how should the vendor convey its desire to include this change in its proposal response?
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No.

86	N/A		Is the Agency willing to add a provision in a contract with a successful vendor that would allow the vendor to use all information and data supplied by or on behalf of the Agency without having independently verified the accuracy or completeness of it except to the extent required by generally accepted professional standards and practices? If yes, how should the vendor convey its desire to include this change in its proposal response?
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No.

Based on Amendment 1 to RFP Number: 2013-IS-01 the answers to the following questions are revised to read as follows:

Question 38 Response: Please see Amendment 1 to RFP Number: 2013-IS-01. The vendor should not anticipate these positions being replaced during the life of the contract.

Question 63 Response: Please see Amendment 1 to RFP Number: 2013-IS-01.

Question 66 Response: Please see Amendment 1 to RFP Number: 2013-IS-01.

The answers to the following questions are revised to read as follows:

Question 8 has been revised to read:

The word “Offeror” is listed several times within the RFP as singular. How does a conflict of interest as mentioned in the RFP apply to the Offeror or subcontractors?

The questioner is apparently referencing section P.3. CORPORATE BACKGROUND AND EXPERIENCE paragraph a: Corporate Background, “Offerors must identify any and all contracting or subcontracting relationship(s) that may result in a possible conflict of interest with the requirements of this RFP”. When the term subcontractor is used it refers to an entity with which the Offeror forms a relationship to fulfill the requirements of this RFP.

Question 23 has been revised to read:

Would any vendor having an existing contract with the State be precluded from submitting or being awarded the work as described in this RFP?

No, unless the state determines a conflict of interest exists. Please note that “Offerors must identify any and all contracting or subcontracting relationship(s) that may result in a possible conflict of interest with the requirements of this RFP” as stated in section P.3.(a). Corporate Background Experience page 23 of the RFP.

In addition, see response to question 70.

Question 70 has been revised to read:

I want to make sure that there is not any conflict of interest if a vendor currently providing staff support is a prime or a subcontractor on the RCO RFP.

If a staff member or person employed by the vendor was involved in any capacity with this RFP, there is a conflict of interest and the Offeror's entire proposal will be rejected.

This is not meant to imply that involvement with the RFP is the sole circumstance in which a conflict of interest exists.