

**Round 4 Questions and Answers for
RFP Number 2013-CMFD-01**

Question	Response
<p>Question 1: On page 11, requirement 207: What are the data volumes (records and physical size), what is the frequency of refresh, describe the general breadth of tables and fields, what is the perceived quality of data and relationships, how are documents currently linked to cases in the current system?</p>	<p>Units within the PID maintain paper files, with the exception of the Provider Review Unit. The data volume of records to be imported is approximately 9.29 GB for the Provider Review Unit. These records will include but are not limited to Word, Excel, Adobe, DSS queries and text files. There are approximately 1,350 cases for Recipient Review and 1,671 cases for Investigations.</p> <p>Cases are not currently linked in the existing system. If the System allows changes to the imported documents refresh would not be an issue.</p>
<p>Question 2: On Page 17, in Section C.7, the RFP states, “All products listed in this RFP and the resulting Contract shall become the property of the Agency.” Does this statement apply if the vendor opts to propose a Software as a Service (SaaS) model?</p>	<p>The Agency expects to have rights to all data collected, generated and/or maintained within the web-based case management system. This includes a requirement for the vendor to provide a machine readable copy of the data in a comma separated values (CSV), extensible markup language (XML), comma delimited, fixed-width or other standardized electronic file format upon request of the Agency. The Agency will specify the file format should such a request be made. The Agency expects the vendor to provide a copy of the database schema for the web-based case management system, a data dictionary and any other documentation that would be required to allow the Agency to migrate the case management system data to another database platform in the event it becomes necessary.</p> <p>The Agency expects to have the rights to all system user account information – including, but not limited to – user account information, user names, user attributes and account creation/modification/ deletion history.</p> <p>The Agency expects to have the rights to all standardized document templates developed as a result of this RFP – including, but not limited to – letters and other correspondence generated by the system. The templates shall be provided in a WORD, EXCEL, PDF or other electronic format as</p>

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The Agency expects to have the rights to transaction logs confirming delivery confirmation of documents and other correspondence to providers within a case file within the case management system.

The Agency expects to have the rights to all uploaded and scanned documents contained within the documents management system to be supplied by the vendor. This includes identifying numbers assigned to the documents that allow them to be linked to cases within the case management system.

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The Agency expects to have the rights to all training materials prepared for Agency staff as a result of this RFP. The training materials shall be provided in a WORD, EXCEL, PDF or other electronic format as prescribed by the agency.

The Agency expects to have the rights to all data

	obtained through the online complaint forms or complaints originating from other sources as defined on page 12 of the RFP. This includes a requirement for the vendor to provide a machine readable copy of the data in a manner consistent with that described above.
<p>Question 3: Regarding requirement "207 – Provide a detailed plan for data migration of all existing cases and scanned and uploaded Documents."</p> <p>What is the volume of the existing case data? What is the average lifespan of a case? Average number of cases active at any time?</p>	<p>The data volume of records to be imported is approximately 9.29 GB for Provider Review. The cases for Recipient Review and Investigations are all paper, vary in size and are housed in file cabinets. There are currently 1,350 cases for Recipient Review and 1,671 cases for Investigations.</p> <p>The average lifespan of a case is 9 to 12 months.</p> <p>The average number of cases active at any time is approximately 2 – 3 per analyst for Provider Review; 8 – 14 cases per investigator for Investigations; and 6 per analyst for Recipient Review.</p>
<p>Question 4: What are the disaster recovery requirements? Recovery time objective (RTO) and Recovery Point Objective (RPO)?</p>	<p>Disaster recovery processes shall be completed within 48 hours of a disaster (RTO), with less than 24 hours of data loss (RPO).</p>
<p>Question 5: C.5 Deliverables states that modifications/ construction of the system should be completed “No later than May 2014” while B. Schedule of Events states that contract work is expected to begin 4/1/14.</p>	<p>See Amendment 3 to RFP 2013-RFP-01.</p>
<p>Question 6: Will there be flexibility in the implementation timeline since two months will be insufficient to define requirements, implement, configure, get “clean” claims/encounter data, and migrate existing cases?</p>	<p>See Amendment 3 to RFP 2013-RFP-01.</p>
<p>Question 7: Would the Agency consider a phased implementation if the scope of the claim and encounter types that the Agency wishes to analyze and required system integrations could not be fully implemented in a short window?</p>	<p>No.</p>
<p>Question 8: Does the state currently receive data from MCOs in a consistent format and with sufficient detail to be able to feed a FWA analytics model?</p>	<p>There are no MCOs in the Medicaid program at this time.</p>
<p>Question 9: What is the agency using for its current case management system?</p>	<p>The Agency is not currently using a case management system.</p>
<p>Question 10: Approximately how many existing</p>	<p>2016 cases for Provider Review; 1,350 cases for</p>

cases are to be transferred?	Recipient Review; and 1,671 cases for Investigations.														
<p>Question 11: Requirement # 405 states “Download exclusionary files at the state and federal level and identify any providers that are ineligible to participate in the Medicaid program.”</p> <p>Please identify the exclusionary files that must be considered (eg. LEIE and EPLS).</p>	LEIE, EPLS, MED, Agency’s Sanction list and any other exclusionary files added by the state or federal government.														
<p>Question 12: The RFP states that contractors must provide database, object code and source code with the software. This would have the effect of contractors giving away valuable intellectual property and trade secret information. Please confirm that contractors may provide a Commercially Off the Shelf Product, and may have the option to maintain source and object code. Furthermore, the RFP states that any software purchased by the Agency will become the property of the Agency, including any modification thereto. This will also have the effect of contractors giving away valuable trade secret and proprietary information.</p> <p>Please confirm that license restrictions and terms are negotiable, and contractors may maintain ownership in their software and modifications.</p>	The terms of the contract have been amended in section C.13. Ownership. Refer to Amendment #2.														
<p>Question 13: The instructions in this section would seem to indicate that the Sample Contract and Attachments A-J do not need to be signed and submitted until after the contract award and not as part of the proposal submission process.</p> <p>Can the State please specify which, if any, are required to be submitted with the vendor’s proposal?</p>	Attachments H, I, and J must be submitted with the vendor’s proposal.														
<p>Question 14: Please provide the Agency total dollars identified and recovered in the last three State fiscal years that would be applicable to the contingency fee payment for this RFP. Please exclude those dollars identified and recovered not relevant to the scope of work of this RFP, e.g. RAC recoveries.</p>	<table border="1"> <thead> <tr> <th data-bbox="764 1619 1024 1661">FY</th> <th data-bbox="1024 1619 1268 1661">Identified</th> <th data-bbox="1268 1619 1531 1661">Recouped</th> </tr> </thead> <tbody> <tr> <td data-bbox="764 1661 1024 1703">2011</td> <td data-bbox="1024 1661 1268 1703">\$2,813,946.39</td> <td data-bbox="1268 1661 1531 1703">\$2,666,832.12</td> </tr> <tr> <td data-bbox="764 1703 1024 1745">2012</td> <td data-bbox="1024 1703 1268 1745">\$3,053,958.36</td> <td data-bbox="1268 1703 1531 1745">\$2,093,279.91</td> </tr> <tr> <td data-bbox="764 1745 1024 1787">2013</td> <td data-bbox="1024 1745 1268 1787">\$2,242,454.29</td> <td data-bbox="1268 1745 1531 1787">\$1,140,059.19</td> </tr> </tbody> </table>			FY	Identified	Recouped	2011	\$2,813,946.39	\$2,666,832.12	2012	\$3,053,958.36	\$2,093,279.91	2013	\$2,242,454.29	\$1,140,059.19
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<p>Question 15: The RFP states, “The Vendor to whom the contract is awarded shall be responsible for the performance of all duties contained within this Request for Proposal (RFP) for the firm and fixed price quoted in the Vendor’s proposal to this RFP. All proposals must state a firm and fixed price for the services described.</p> <p>Should vendors quote a firm fixed price for all of the services and solutions detailed in RFP Section C. Services To Be Provided by the Vendor?</p>	<p>See Amendment 2</p>
<p>Question 16: Is the requirement for “fraud detection systems” as stated in this requirement limited to healthcare fraud detection systems?</p>	<p>Yes.</p>

Question 17: In Section I, the RFP states that “the Vendor may propose a cloud based solution where the Vendor is responsible for installing, hosting and maintaining the System. This would be a Software as a Service (SaaS) model.”

Typically, solutions provided under a SaaS model involve contracts where the Vendor owns the underlying hardware and software platform and rather than purchasing the platform or even a license to use the software portions of the platform, the customer procures a service; i.e., the reports and potentially fraudulent claims that the Vendor identifies using the Vendor owned platform.

In Section C.7, the RFP states, “The Agency shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information, data and software that is developed, documented, or furnished by the successful vendor under any contract resulting from this RFP... Upon termination of the Contract resulting from the RFP, or upon dissolution/transfer of the company awarded Contract resulting from this RFP, the Agency shall retain ownership of all ... hardware, software or any other product produced in response to the Contract resulting from this RFP, whether or not the vendor has completed performance of the entire Contract.”

These two provisions are inconsistent since the SaaS model would not result in the conveyance of ownership in either the hardware or the software. In addition, the cited language could be interpreted as requiring a vendor who provides a cloud based solution using its own proprietary software to convey ownership to the State.

Would the State please clarify the RFP, reconcile these conflicting provisions and state that in the event that a bidder proposes a cloud based solution, the State shall not own the hardware or software platform used by the vendor to provide the services required in this RFP but shall own the reports and analysis produced by the vendor?

In the event the state selects a cloud based (SaaS) solution, the state does not anticipate owning the hardware or software platform used by the vendor to provide the services required by the RFP.

If the state selects a cloud based solution, the Agency expects to have rights to all data collected, generated and/or maintained within the web-based case management system. This includes a requirement for the vendor to provide a machine readable copy of the data in a comma separated values (CSV), extensible markup language (XML), comma delimited, fixed-width or other standardized electronic file format upon request of the Agency. The Agency will specify the file format should such a request be made. The Agency expects the vendor to provide a copy of the database schema for the web-based case management system, a data dictionary and any other documentation that would be required to allow the Agency to migrate the case management system data to another database platform in the event it becomes necessary.

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<p>Question 18: Please explain the difference in the applications of the liquidated damages detailed in the table immediately after the start of Section C.12 which are triggered by the late delivery of a deliverable or completion of a Phase and the</p>	<p>The first liquidated damages listed in the Performance Standards and Liquidated Damages are the same as number 1 under Section A. See Amendment 3 for correction to the table.</p>

<p>liquidated damages detailed in Section A. General Liquidated damages which are also triggered by the vendor not meeting a deadline.</p>	<p>Number 2 under Section A remains the same.</p>
<p>Question 19: Paragraph 1 indicates that the Agency may elect to purchase the vendor’s proprietary software and take ownership in the software. If the vendor’s software is proprietary property of the vendor and is therefore not for sale, will the Agency consider revising this section to reflect a licensing arrangement where the Vendor could include license terms in its proposal?</p> <p>If the vendor’s software is proprietary property, the vendor would not release a working electronic copy to include source code to the Agency. Would the Agency amend the RFP so as to remove this requirement and only require the Vendor to provide an object code version of the Vendor proprietary software on license terms that the vendor could include in its proposal?</p>	<p>Refer to Amendment #2.</p>
<p>Question 20: This Section of the Business Associate Agreement requires the Business Associate to “promptly” report to the Agency any use or disclosure of PHI not provided for by the Agreement. The Omnibus Rule permits Business Associates to fulfill their reporting obligation if done within 60 calendar days. See 45 C.F.R. §164.410(b).</p> <p>In order to avoid any dispute as to what constitutes “promptly” while providing notification earlier than the maximum amount of time permitted under the Omnibus Rule will the Agency amend the RFP to delete “promptly” and require that the notification be provided to the Agency within thirty (30) calendar days of the Business Associate becoming aware of the use or disclosure of PHI not provided for by the Agreement?</p>	<p>No.</p> <p>The vendor reporting requirement for breaches is outlined in paragraph 3l: “The Business Associate shall notify the Covered Entity within 5 business days following the discovery of a breach of Protected Health Information (PHI).”</p> <p>45 C.F.R. §164.504(e)(2)(ii)(C) states that a Business Associate is required to: “Report to the covered entity any use or disclosure of the information not provided for by its contract of which it becomes aware, including breaches of unsecured protected health information as required by §164.410;” Although this provision reference breaches, it also pertains to uses and disclosures that are not authorized under the contract which may or may not be breaches. The Agency stands on the requirement that prompt notification is required for use and disclosures that are not covered by our agreement.</p>