

## Instructions

This Response Template must be used for submission of written questions. All questions should provide the requested information. Those that do not, may not be answered by DHS. The Vendor may add as many lines as needed. DHS would strongly prefer the Vendor to ask multi-part questions as individual questions on separate lines.

**Instructions:** Complete all cells of each question asked in the Table below. Clearly identify the referenced section or text.

| Question ID    | Reference (page number, section number, paragraph)  | Specific Language  | Question  | Answers  |
|----------------|---|--|---|--|
| <i>Example</i> | <i>Page 7, section 1.15, C</i>  | J. Vendors may submit multiple bid   | <i>May vendors submit more than one bid?</i>  | <i>yes See section 1.15, J</i>   |
| 1              | RFP, Page 3, section 1.7 Definition of Terms, Item I Acronyms and page 12, section 2.3, Scope of Work, Item A | Term FTE, Definition Full Time Employee; the Contractor must provide 100 Eligibility Specialists to perform casework and the necessary amount of key personnel to support the operations plan and quality metrics.   | Will the Contractor be limited to providing 100 Full-time Eligibility Specialists headcount or can we contract to provide a higher number to support the FTE definition of full time employee or can the Contractor provide a higher number of trained, full time equivalent staffing to support the 100 FTE requirement to meet the performance requirements?  | The State defines full time employee as a 40 hours work week. The State's intention is have 100 specialists present every day. 'Attachment C - page 2 -If the Contractor has less than 100% of the contracted number of FTE Eligibility Specialists trained and working in production for more than two weeks, the contractor shall submit a CAP to ensure consistent future staffing levels.' The State expects the Contractor will employ the number of Eligibility Specialists they will need to meet this requirement. |
| 2              | Attachment K, Page 1  | THE CONTRACTOR WILL DOCUMENT RELATED EDUCATION AND/OR EXPERIENCE AND PROVIDE TO DHS IF REVIEW IS REQUESTED.  | What, if anything, triggers a review?   | Refer to Addendum 1 and Revised Attachment K   |
| 3              | RFP, Page 13, 2.3 , B.9   |  | What is the duration of the training for gaining production ARIES system access ?   | Refer to Section 2.3.C, Page 13 of the solicitation.   |
| 4              | RFP, Page 22, 1.3 Type of Contract, Item B. and Attachment J Cost Proposal Template                           | The term of this contract shall be for one (1) year. The anticipated start date for the contract is October 1, 2024. Upon mutual agreement by the Prospective Contractor and agency, the contract may be renewed by OP, on a year-to-year basis, for up to six (6) additional one-year terms or portions thereof.                | Section 1.3 states that the base contract period is one year with up to six additional one year periods and the Cost Proposal template states the base period of three years with four optional years. Please clarify whether the base term is for one or three years.  | Refer to Addendum 1 and the Revised Attachment J   |
| 5              | RFP, Page 3, 1.8 RESPONSE DOCUMENTS , A.  | A. Original Technical Proposal Packet<br>The following items are Proposal Submission Requirements and must be submitted in the original Technical Proposal Response Packet. 1. A hard copy of the original Technical Proposal Packet must be received on or before the bid submittal date and time. Copy should not be two sided | The process of printing/compiling printed proposals is a hands-on process that requires multiple persons in close proximity; no way to social distance. In the interest of both sustainability and preventing spread of illnesses, please consider a change of delivery requirements from hard copy to an all-electronic submission, preferably via email or Portal upload. If not possible, we recommend 1 original in print with multiple USBs. | No.  |
| 6              | RFP, Page 18, Section 3.1 B   | Evaluation will be based on Prospective Contractor's response to the Information for Evaluation section included in the Technical Proposal Packet.   | Can the State provide more information on the amount of detail or page limitations for the plans requested in the Technical Proposal Packet (e.g., security, training, quality, staffing continuity plans)?   | Unless specifically required in the Technical Proposal Packet, page limitations do not apply.  |
| 7              | RFP, Page 21, RFP, Section 4.1(B.)  | B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance [of] goods and services by the agency.   | Will the State please confirm that Contractor will be paid within 30 days or less from the State's receipt of a properly submitted invoice?   | Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency. See Section 4.1 of the RFP  |

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| 8  | RFP, Page 8, RFP 1.21 Minority and Women-Owned Business Policy   | A.A minority-owned business is defined by Arkansas Code Annotated § 15-4-303 as a business that is at least fifty-one percent (51%) owned by a lawful permanent resident of this State who is:<br>•African American<br>•American Indian<br>•Asian American<br>•Hispanic American<br>•Pacific Islander American<br>•A Service-Disabled Veteran as designated by the United States Department of Veteran Affairs   | With Minority and Woman Owned Business Policy being defined is there any preference given to either primary or subcontractors that are Minority or Woman owned?   | No.  |
| 9  | Attachment D – Professional Services Contract Terms and Conditions for Non-State Agency and Attachment E – State of Arkansas Services Contract | General Inquiry  | RFP Attachments D and E appear to have conflicting clauses regarding certain issues (e.g., indemnification, termination). Will the State please clarify whether Attachment D or Attachment E will take precedence in the event of a dispute?  | <i>In the event of a dispute, Attachment D, Terms and Conditions will precede Attachment E.</i>  |
| 10 | Attachment D, Page 6, Use and Ownership of Software  | Any applications software developed by the Contractor in the performance of the services under this contract must become the property of the State of Arkansas at no additional cost. Any existing software applications owned by the Contractor and used in the performance of the services under this contract must be granted to the State of Arkansas at no additional cost, subject to customary confidentiality and other license terms and conditions.              | Will the State please confirm that any pre-existing intellectual property developed and/or owned by the Contractor shall continue to be owned by the Contractor at the conclusion of the contract?  | <i>Correct, pre-existing intellectual property developed and/or owned by the Contractor shall continue to be owned by the Contractor.</i>                                      |
| 11 | Attachment C – Arkansas Department of Human Services Performance Based Contracting   | General Inquiry  | Will the State please consider aggregately capping any Performance Standard damages assessed against the Contractor at 10% of the monthly invoice amount?   | <i>DHS may, at its sole discretion, negotiate this provision pursuant to Section 1.20(B) of the solicitation.</i>  |
| 12 | Attachment C – Arkansas Department of Human Services Performance Based Contracting   | General Inquiry  | Will the State please consider adding excused events language into the final contract that protects the Contractor against Performance Standard damage assessments in the following circumstances: (i) when changes in scope, direction, budget, or program funding are made at the request of the State, and such changes adversely affect Contractor's ability to perform in accordance with the Performance Standards; (ii) when force majeure events occur; (iii) when program processes are changed at the request of the State and such changes adversely affect Contractor's ability to perform in accordance with the Performance Standards; and (iv) when Contractor's ability to perform is accordance with the Performance Standards is caused by third-parties under the State's control. | <i>DHS may, at its sole discretion, negotiate this provision pursuant to Section 1.20(B) of the solicitation.</i>  |
| 13 | Attachment C – Arkansas Department of Human Services Performance Based Contracting   | General Inquiry  | Just as the State penalizes the Contractor for performance below the standard, will the State please consider granting the Contractor credits for performing above the standard, which credits could then be converted into bonuses or used to offset any later penalties?  | No.  |
| 14 | RFP, Section 4.1(B.), Page 21  | B. Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency.  | Will the State please confirm that Contractor will be paid within 30 days or less from the State's receipt of a properly submitted invoice?   | <i>Payment will be made in accordance with applicable State of Arkansas accounting procedures upon acceptance goods and services by the agency. See Section 4.1 of the RFP</i> |
| 15 | Attachment K – FTE Job Description and Qualifications  | Qualifications<br>•The formal education equivalent of a bachelor's degree in psychology, sociology, or a related field<br><br>OTHER JOB-RELATED EDUCATION AND/OR EXPERIENCE MAY BE SUBSTITUTED FOR ALL OR PART OF THESE BASIC REQUIREMENTS, THE CONTRACTOR WILL DOCUMENT RELATED EDUCATION AND/OR EXPERIENCE AND PROVIDE TO DHS IF REVIEW IS REQUESTED. A MONTHLY REPORT WILL BE PROVIDED TO DHS FOR ALL CONTRACTORS WHO DON'T MEET THE MINIMUM EDUCATIONAL REQUIREMENTS." | Will the State please provide examples of the types of job-related education and/or experience that would be an acceptable substitute for having a bachelor's degree?   | <i>Refer to Addendum 1 and Revised Attachment K</i>  |
| 16 | RFP, Section 2.3(B.3) Page 13 / Attachment K   | "Contractor staff will be remote and located throughout the contiguous U.S. Contractor will make every attempt to fill roles remotely in Arkansas." / "Provides information regarding resources, assistance, and services available to applicants and may visit with client and family members in their homes to determine client needs and provide family and/or parent behavior modification counseling."  | In attachment K there is a requirement for in-home visits, but the staffing requirement in the RFP states that staffing will be located throughout the contiguous U.S. How would these in-home visits be completed with remote staff?   | <i>Refer to Addendum 1 and Revised Attachment K</i>  |

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| 17 | RFP, Section 2.3 (B.7) Page 13 / Attachment K | "The Contractor shall process tasks as assigned for all appropriate eligibility queues. Queues and tasks assigned to Contractor will include tasks throughout the lifecycle of a case, including initial registration, intake/data collection and verification received for applications, renewals, changes of circumstance, and other miscellaneous work such as returned mail, etc. " | The scope outlined in the RFP for Eligibility Specialist does not align with the scope of work in Attachment K. Which document takes precedence on the scope of work for Eligibility Workers?  | <i>Refer to Addendum 1 and Revised Attachment K</i>   |
| 18 | RFP, Section 2.3 (B.1) Page 13                | The Contractor shall complete eligibility tasks in ARIES; DHS will provide access to staff. Contractor must work in the appropriate eligibility worker queues and shall process tasks as outlined in this RFP and DHS policies and procedures:  | As part of the scope of completing eligibility tasks in ARIES, is any telephonic contact between an eligibility worker and an applicant required?  | <i>No. All telephonic contact will take place by DHS and won't be assigned to the 'Contractor queues'. Update Attachment K.</i> |
| 19 | RFP, Section 2.3 (B.1) Page 13                | The Contractor shall complete eligibility tasks in ARIES; DHS will provide access to staff. Contractor must work in the appropriate eligibility worker queues and shall process tasks as outlined in this RFP and DHS policies and procedures:  | If telephonic contact between an eligibility worker and an applicant is required, is the state providing access to a telephony system?   | <i>Refer to the answer to question #18</i>  |
| 20 | RFP, Section 2.3 (B.1) Page 13                | The Contractor shall complete eligibility tasks in ARIES; DHS will provide access to staff. Contractor must work in the appropriate eligibility worker queues and shall process tasks as outlined in this RFP and DHS policies and procedures:  | If telephonic contact between an eligibility worker is required and the state is not providing access to a telephony system is the contractor required to provide a telephony system?  | <i>Refer to the answer to question #18</i>  |
| 21 | RFP, Section 2.3 (B.1) Page 13                | The Contractor shall complete eligibility tasks in ARIES; DHS will provide access to staff. Contractor must work in the appropriate eligibility worker queues and shall process tasks as outlined in this RFP and DHS policies and procedures:  | If the contractor is required to provide a telephony system, what are the requirements of the telephony system including security requirements?  | <i>Refer to the answer to question #18</i>  |
| 22 | RFP, Section 2.3 (B.6) Page 13                | "The Contractor shall provide monitoring of task processing with dedicated quality staff."  | What are the minimum monitoring evaluations that are required to be completed per Eligibility Specialist per month?  | <i>Refer to Section 2.6 Reporting, Page 15-16 of the solicitation.</i>  |
| 23 | RFP, Section 2.3 (B.8) Page 13                | "The Contractor must process the open eligibility tasks on a case, not just the task, chosen in queue following DHS policies and procedures."   | What is the difference between an "open eligibility task" and a "task?"  | <i>Refer to Section 2.3 (B.7) Page 13 of the solicitation.</i>  |
| 24 | Attachment K, Page 1                          | THE CONTRACTOR WILL DOCUMENT RELATED EDUCATION AND/OR EXPERIENCE AND PROVIDE TO DHS IF REVIEW IS REQUESTED.   | What is included in the review process?  | <i>Refer to Addendum 1 and Revised Attachment K</i>   |
| 25 | Attachment K, Page 1                          | A MONTHLY REPORT WILL BE PROVIDED TO DHS FOR ALL CONTRACTORS WHO DON'T MEET THE MINIMUM EDUCATIONAL REQUIREMENTS.   | What elements, if any, are required within a monthly report?   | <i>Refer to Addendum 1 and Revised Attachment K</i>   |
| 26 | Attachment C, Page 4                          | Task Completion Levels  | What is the historical performance of DHS staff of average tasks per month?  | <i>Not Applicable</i>   |
| 27 | Attachment C, Page 4                          | Task Completion Levels  | What assumptions did DHS make in the buildup of the target of 180 tasks per FTE per month to generate the expected output?   | <i>Refer to Page 13, Section 2.3.C Assumptions and Page 16, Section 2.5 A. Personnel Requirements of the solicitation.</i>      |
| 28 | RFP, Section 2.3 (B.7) Page 13                | The Contractor shall process tasks as assigned for all appropriate eligibility queues. Queues and tasks assigned to Contractor will include tasks throughout the lifecycle of a case, including initial registration, intake/data collection and verification received for applications, renewals, changes of circumstance, and other miscellaneous work such as returned mail, etc.    | What are the current average task completion processing/handle time of each of the various listed lifecycle tasks<br>• Initial registration<br>• Intake/data collection and verification for:<br>• Applications<br>• Renewals<br>• Change in circumstance<br>• Returned mail and miscellaneous | <i>Task completion processing/handle times may vary according to task.</i>  |
| 29 | RFP, Section 2.3 (B.7) Page 13                | The Contractor shall process tasks as assigned for all appropriate eligibility queues. Queues and tasks assigned to Contractor will include tasks throughout the lifecycle of a case, including initial registration, intake/data collection and verification received for applications, renewals, changes of circumstance, and other miscellaneous work such as returned mail, etc.    | What is the approximate monthly volume for each of the listed lifecycle tasks?<br>• Initial registration<br>• Intake/data collection and verification for:<br>• Applications<br>• Renewals<br>• Change in circumstance<br>• Returned mail and miscellaneous                                    | <i>N/A - Varies by month.</i>   |
| 30 | RFP, Section 1.32 Schedule of Events, Page 10 | SOLICITATION SCHEDULE - General Inquiry   | Will the state consider extending the proposal due date so proposals are due no less than 14 days from when final questions are answered?  | <i>No, refer to Section 1.32 Schedule of Events.</i>  |
| 31 | RFP, Section 1.32 Schedule of Events, Page 10 | SOLICITATION SCHEDULE - General Inquiry   | Depending on answers to questions, will vendors have the opportunity to propose additional questions given the schedule for the RFP submission?  | <i>No.</i>  |

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| 32 | Page 22, Section 4.3, C                                       | The Contractor agrees to the Performance Based Contracting standards...and the Organizational or Personal Conflict of Interest policy as presented in Attachment G.   | The current provider has extensive familiarity with existing processes, protocols, pricing and expectations of DHS regarding this scope of services. Does the possession of this information create a conflict of interest thereby prohibiting the current provider from being selected as the awardee?  | No.   |
| 33 | Page 2, Section 1, 1.1  | The Contract will assist AR DHS in processing Medicaid applications, changes, and renewals and assisting with case processing. The Contractor will provide resources to supplement the AR DHS team across several work threads to address the backlog, increase throughput, evaluate issues, and identify areas for enhancement or automation. The Contractor will provide specialized resources to deliver data driven analysis and recommendations on workload, throughput, and work capacity. This includes, but is not limited to, analysis of case and task volume and assignments, worker resource (e.g., <u>clerical</u> , eligibility, supervisor) assignment and alignment, work capacity, and planned/actual throughput. <u>The eligibility specialists will process tasks in all the specified Queues.</u> | Page 14, Section "Contractor will work Medicaid-only case types. This will include MAGI and ABD eligibility tasks."<br><br>To confirm, will there be an opportunity to assist with LTSS, Clerical/Admin or TEFRA work? If so, should their assistance be priced separately?  | Pricing is inclusive and not separate - Attachment J - Cost Proposal Template-Tab #4, LTSS and TEFRA could be up to 10% of the Eligibility Staff. This percentage is subject to change with the needs of DHS. |
| 34 | Page 12, Section 2, 2.3, A.                                   | The Contractor must provide 100 Eligibility Specialists to perform casework and the necessary amount of key personnel to support the operations plan and quality metrics.   | With the contract being fixed price and the requirement of 100 Eligibility Specialists, in the event an increase of staff is needed above 100, how should we submit our pricing model to account for the additional staff that may be required?  | Refer to Page 15, Section 2.4.E of the solicitation and Revised Attachment J  |
| 35 | Page 14, Section 2, 2.3, C. Inventory                         | At AR DHS direction, Contractor will plan to process at a minimum 18,000 tasks per 100 FTEs each month excluding supervisor review, returns for correction, and case cleanup tasks.   | Please confirm the case clean up tasks (and RFC tasks) referenced here are the errors performed by existing staff and not case clean-up tasks assigned during the auto-assignment process (where they were performed by staff no longer with DHS, Surge Support, etc.). It assumed the case clean up tasks (and RFC tasks) referenced here are those self-induced. | Yes, self-induced RFC and case cleanup tasks.   |
| 36 | Page 14, Section 2, 2.3, C. Quality                           | Contractor will configure a 'second party review' in the ARIES system to allow QC review by Contractor QC staff prior to the completion of eligibility tasks for the first thirty (30) days for each new Specialist (FTE). Contractor shall meet a monthly quality measurement of 95% (Refer to Attachment C Performance Based Contracting).  | Beyond the initial 30-days for each new Specialist (FTE), is there a specific QC requirement for each FTE within the ARIES system?   | Technical Response Packet E1-F  |
| 37 | Page 4, 1.9 Organization of Response Documents                | N/A   | May bidders include a Table of Contents with their submittal?  | Yes.  |
| 38 | Technical Response Packet, Page 5, Information for Evaluation | Prospective Contractor may expand the space under each item/question to provide a complete response.  | To accommodate and ease the use of graphics and tables in Offerors response, are Offerors allowed to provide their response not within a table cell, but outside of the table, as long as the RFP table or table row precede the response?   | Yes.  |
| 39 | Page 5, 1.14 Pricing  | N/A   | May bidders include a narrative and assumptions as part of their Cost Proposal?  | No.   |
| 40 | Page 3-4, Section 1.8 Response Documents                      | N/A   | Would the State consider revising the response requirements from a hardcopy to an all-electronic submission, preferably via email or Portal upload; or alternatively, 1 original hardcopy and multiple USBs?   | No.   |
| 41 | Page 24, Section 5, Item 3 Bid Submission                     | The signature must be in ink.   | May e-signatures be accepted in lieu of ink signatures?  | Yes, electronic signatures are acceptable as defined in §19-11-203(29).   |
| 42 | Attachment I, Page 2-3, Client History Form                   | N/A   | May bidders provide their responses to questions 1 and 2 as an attachment to this page?  | Yes, as long as each item on the client history form is referenced and addressed and signature is provided on the form.   |
| 43 | Page 16, Section 2, 2.5 A. Personnel Requirements             | The Contractor must provide number of tasks processed in the previous month, total cases escalated to DHS for review, the amount of fully skilled staff processing cases and quality control review results. The Contractor must provide a Deliverable Expectations Document within one (1) week of the project start date for the Monthly Status Report.   | Please confirm the definition of fully skilled is as follows:<br><br>Staff shall be "Fully Skilled" in Core Medicaid on the 1st day of the month following their:<br>- Completion of training; and<br>- 60 days of consistently working in production (60 days after commencement of work on Core Medicaid tasks).   | Yes. Refer to Page 16, Section 2.5 A. Personnel Requirements of the solicitation.   |

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| 44 | Attachment C, Personnel Quality Requirements         | Contractor shall meet a monthly quality measurement of 95%.<br>This performance standard is defined as:<br>- Meeting at least a 95% accuracy of the monthly quality measurement.<br>- 10% of task will be randomly reviewed for every eligibility specialist by the contractor each month.<br>- The percent of tasks that are returned for correction created for each eligibility specialist shall not exceed 5% of the task reviewed.<br><br>The Count/Percent of Case Clean-Up Complete Change tasks created for each eligibility specialist monthly shall not exceed 5%. | Please confirm new staff not yet fully skilled are waived from the 95% accuracy, RFC and Clean-up task requirements until they are considered fully skilled?                  | <i>New hires are waived. New hires will follow DHS eligibility worker experience ramp up to 100% production. New hires should remain under 100% quality review during the first 12 weeks and be able to complete tasks at 95% accuracy after the 12 week ramp up post training completion. After 4 weeks the production expectation is 50%. After 8 weeks the production expectation is 75%. After 12 weeks the production expectation is 100%.</i> |
| 45 | Attachment K, FTE JOB DESCRIPTION AND QUALIFICATIONS | <b>Summary</b><br>The Eligibility Support Specialist is responsible for obtaining client information, preparing, and monitoring case plans, coordinating services with providers, and preparing information and recommendations.   | Can the State please confirm if Contractor staff will be coordinating services with providers?  | <i>Refer to Addendum 1 and Revised Attachment K</i>   |
| 46 | Attachment K, FTE JOB DESCRIPTION AND QUALIFICATIONS | <b>Qualifications</b><br>Ability to provide technical assistance.<br>The formal education equivalent of a bachelor's degree in psychology, sociology, or a related field.  | Can the State please define what tasks that comprise the ability to provide technical assistance?   | <i>Refer to Addendum 1 and Revised Attachment K</i>   |
| 47 | Attachment K, FTE JOB DESCRIPTION AND QUALIFICATIONS | The formal education equivalent of a bachelor's degree in psychology, sociology, or a related field<br><br>OTHER JOB-RELATED EDUCATION AND/OR EXPERIENCE MAY BE SUBSTITUTED FOR ALL OR PART OF THESE BASIC REQUIREMENTS, THE CONTRACTOR WILL DOCUMENT RELATED EDUCATION AND/OR EXPERIENCE AND PROVIDE TO DHS IF REVIEW IS REQUESTED. A MONTHLY REPORT WILL BE PROVIDED TO DHS FOR ALL CONTRACTORS WHO DON'T MEET THE MINIMUM EDUCATIONAL REQUIREMENTS.   | Typically, 4 years job-related experience could replace the bachelors requirement, please confirm if this is acceptable.  | <i>Yes, other job-related experience may be substituted for all or part of the basic requirements. Refer to Addendum 1 and Revised Attachment K</i>   |
| 48 | Attachment K, FTE JOB DESCRIPTION AND QUALIFICATIONS | Provides information regarding resources, assistance, and services available to applicants and may visit with client and family members in their homes to determine client needs and provide family and/or parent behavior modification counseling.<br><br>Writes individualized plan of care and contacts participating private and public service providers for assistance.  | A) Can you please confirm if Contractor staff will be asked to visit with family members in their homes?<br>B) Will Contractor staff be writing individualized plans of care? | <i>Refer to Addendum 1 and Revised Attachment K</i>   |
| 49 | RFP Section 1.3.B, pg. 2                             | The term of this contract shall be for one (1) year. The anticipated start date for the contract is October 1, 2024  | Can the State provide an anticipated timeline for implementation/transition?  | The State expects the vendor to propose the necessary implementation time to hire, train, and get the contractor staff up to 100% production expectation. A DHS employee is expected to be at 100% production after training and 12 weeks of ramp up.   |
| 50 | RFP Section 1.3.B, pg. 2                             | The term of this contract shall be for one (1) year. The anticipated start date for the contract is October 1, 2024  | Can the State confirm the start of the implementation period?   | The State expects the vendor to propose the necessary implementation time to hire, train, and get the contractor staff up to 100% production expectation. A DHS employee is expected to be at 100% production after training and 12 weeks of ramp up.   |
| 51 | RFP Section 1.3.B, pg. 2                             | The term of this contract shall be for one (1) year. The anticipated start date for the contract is October 1, 2024  | Can the State confirm the operational go-live date? When is the vendor expected to begin providing services?  | The State expects the vendor to propose the necessary implementation time to hire, train, and get the contractor staff up to 100% production expectation. A DHS employee is expected to be at 100% production after training and 12 weeks of ramp up.   |

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| 52 | RFP Section 2.3.3, pg. 13   | 100 FTE – Eligibility Specialists – Primary responsibility for performing eligibility tasks included in the Scope of Work (Refer also to Attachment K for FTE Job Description and Qualifications). The total amount of FTEs may be increased but not to exceed 350 FTE based on the casework needs of DCO. After the first year, if less than 100 are required to support DCO eligibility support services the amount may be decreased below the 100 FTE amount   | Can you please confirm that the 100 FTE eligibility specialist requirement refers to a full time employee count and not a daily employee headcount? For example, a project staffed with 100 full time employee specialists will not be staffed to 100 specialists each day due to employee absenteeism.<br><br>A) Is it the State's intention to have at least 100 specialists present every day of operations or that the Contractor employ 100 full time eligibility specialists?<br>B) How does the State define full time employee (FTE)? | The State defines full time employee as a 40 hours work week. The State's intention is have 100 specialists present every day. 'Attachment C - page 2 -If the Contractor has less than 100% of the contracted number of FTE Eligibility Specialists trained and working in production for more than two weeks, the contractor shall submit a CAP to ensure consistent future staffing levels.' The State expects the Contractor will employ the number of Eligibility Specialists they will need to meet this requirement. |
| 53 | RFP Section 1.3.B, pg. 2; Attachment J - Cost Proposal, Tab 2. Introduction | RFP: The term of this contract shall be for one (1) year. The anticipated start date for the contract is October 1, 2024. Upon mutual agreement by the Prospective Contractor and agency, the contract may be renewed by OP, on a year-to-year basis, for up to six (6) additional one-year terms or portions thereof.<br><br>Att. J: Arkansas is anticipating to award a "Base" Contract for a maximum duration of three (3) years followed by 4 "one year" options not to exceed a total of seven (7) years.  | The RFP states there will be a one year base term and the cost proposal workbook is setup for a three year base term. Will the State please confirm how many years the Base term of the Contract will be?   | See answer to question 4   |
| 54 | RFP Section 1.2, page 2   | In accordance with Arkansas Code §19-11-249, this proposal and resulting contract is available to any State Agency or Institution of Higher Education that wishes to utilize the services of the selected proposer, and the proposer agrees, they may enter into an agreement as provided in this solicitation  | Does the State have any plans to utilize this contract for other functions or other agencies?   | Unknown at this time.  |
| 55 | RFP Section 2.4, page 15  | A. The Contractor must provide an Allocation Fund to be used for additional resources as required by the State.<br>B. The Allocation Fund is not guaranteed to be executed.<br>C. The Allocation Fund requires a Change Request to be executed and approved by the State.<br>D. DHS will use the rate card and hours requested to draw against the fund allocated with any combination of FTEs and hours.<br>E. The size of the allocation fund will be determined by using the following formula:<br>250 Eligibility Support Specialists plus management x Rate \$_____ x 2000 hours x 7 years = _____<br>F. The allocation fund is not guaranteed to be used in whole or part over the contract but an optional service that may be requested of the Contractor in whole or part.<br>G. Allocation Fund resources must start within sixty (60) calendar days of acceptance of the approved Change Request or mutually agreed upon timeline with DHS.<br>H. The unused allocation fund can be carried forward to subsequent years. | A. Is use of the Allocation Fund limited to 2,000 hours per year if no Allocation Funds have been carried forward to that year?<br><br>B. Will the State please remove Section 2.4.H. and remove the ability for unused Allocation Fund to be carried forward to subsequent years?  | Refer also to Addendum 1 and the Revised Attachment J<br>A) The Unused allocation fund amount can be carried forward to the next optional year - IE Contract Year 2.<br>B) No  |

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| 56 | RFP Section 4.5, page 22; Attachment C - Performance Bonding - pages 11-12                | <p>4.5 PERFORMANCE BONDING</p> <p>A. The Contractor shall be required to obtain performance bonds to protect the State's interest as follows:</p> <ol style="list-style-type: none"> <li>1. The amount of the performance bonds shall be one hundred percent (100%) of the annual contract price, unless the State determines that a lesser amount would be adequate for the protection of the State. Such performance bond must be provided to DHS prior to signing the contract.</li> <li>2. The State shall require additional performance bond protection when a contract price is increased or modified.</li> <li>3. The additional performance bond must be delivered to the Arkansas Department of Human Services Chief Procurement Officer within fourteen (14) calendar days of request.</li> <li>4. The contractor shall notify the State of any changes, modification, or renewals for the performance bond during the term of the contract. The performance bond documentation must be provided to the State with each required notice.</li> <li>5. Failure to provide is a breach of contract and may result in immediate contract termination, prohibition against future bidding with the State, the addition of Contractor to the DHS excluded provider list, etc.</li> </ol> | Performance bonds are typically used for construction contracts rather than service contracts, especially when bidders will mainly utilize State systems. Will the State please remove the requirement to provide a performance bond (and the corresponding SLA) or allow for the requirement to be waived if bidders can demonstrate satisfactory financial standing?   | <i>DHS may, at its sole discretion, negotiate this provision pursuant to Section 1.20(B) of the solicitation.</i>  |
| 57 | Attachment C - Performance Based Contracts  | N/A   | Will the State give bidders the opportunity negotiate a reasonable cap on the amounts of damages for performance?  | <i>DHS may, at its sole discretion, negotiate this provision pursuant to Section 1.20(B) of the solicitation.</i>  |
| 58 | Attachment E - Pro Forma Contract Attachment #1 - Certification of Contractor. Section B. | B. List any other contracts or subcontracts Contractor has with any other state government entities. (Notapplicable to contracts between Arkansas state departments. If no contracts or subcontracts, please put "Notapplicable" or "None.")  | <p>A. Maximus has thousands of state government contracts, will the State please narrow the scope of this request to a particular type, like Medicaid?</p> <p>B. For the purposes of this list, does the State consider public universities to be state government entities?</p> <p>C. What specific information must bidders provide in the list?</p> <p>D. This form has insufficient space for such a list = can the list be provided electronically, upon request?</p> | <i>Attachment E is not to be completed and returned at this time. This is for information only. Please refer also to Section 4.3.C of the solicitation.</i>  |
| 59 | Attachment D - General Terms and Conditions, page 4                                       | The Contractor agrees to retain all protected health information as defined by the Privacy Rule promulgated pursuant to HIPAA for six (6) years or as otherwise required by HIPAA.  | Given the use of State systems, will the State please describe what with PHI will be in Contractor's possession that Contractor will be required to retain?  | <i>Attachment D - General Terms and Conditions, page 5 - The contractor shall safeguard the use and disclosure of information concerning applicants for or recipients of Title XIX services in accordance with 42 CFR Part 431, Subpart F, and shall comply with 45 CFR Parts 160 and 164 and shall restrict access to and disclosure of such information in compliance with federal and state laws and regulations.</i> |
| 60 | Attachment J - Tab 2. Introduction  | Introduction box - "Key Assumptions:"   | The key assumptions in this box are cutoff - will the State please provide the key assumptions?  | <i>Refer to Addendum 1 and Revised Attachment J</i>  |
| 61 | RFP Section 4.1. Payment and Invoice Provisions   | N/A   | Will the State please confirm Contractor shall invoice monthly?  | <i>Yes, Refer to Addendum 1, Section 4.1</i>   |

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| 62 | RFP Section 4 - General Contractual Requirements | N/A | <p><i>Will the State please add an equitable adjustment clause to the contract, such as follows?</i></p> <p><i>Equitable Adjustment</i></p> <p><i>A. Subject to subsections B. and C. below, the Contracting Officer may, at any time, by written request make changes within the general scope of the contract. If such change causes an increase or decrease in the cost of performance of this contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment under this paragraph must be asserted within ten (10) business days from the date the change is offered.</i></p> <p><i>B. In the event that (a) the basic assumptions under which (i) the contract was executed and/or (ii) the proposal was submitted in response to the RFP have materially changed or have proven to be inaccurate, or (b) a party wishes to make a change to the scope of the services, or (c) there has been a change to State or federal law, rules regulations, or policies (including, but not limited to laws, rules, regulations or policies affecting taxes, wage requirements, or data and information security), or (d) or there has been an incorrect wage determination, and, as a result of one or more of the forgoing there is a financial impact on Contractor, either party may issue a change request and the parties shall negotiate an amendment to the contract detailing the nature of the change and impact on the performance requirements and liabilities as well as an appropriate equitable adjustment to Contractor's price.</i></p> <p><i>C. If the parties fail to agree upon an equitable adjustment proposed pursuant to Subsections A and B, the dispute shall be determined as provided in [a dispute resolution provision]. The Contractor shall not be obligated to undertake any action pursuant to a change request prior to the parties agreeing on the scope of the change and the appropriate equitable adjustment, and both parties executing an amendment to the Contract.</i></p> | No. |
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