

## 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.

Question ID	Reference (page number, section number, paragraph)	Specific Language	Question	Answers
1	Page 10, Section 1.32	General Requirements	The RFP schedule shows one month between contract start date (6/1/24) and go live date 7/1/24), please clarify what activities DHS is expecting to be performed during this timeframe? Takeover of the existing system only? Implementation of a new system is unlikely to be feasible within one month.	<i>Please refer to Section 1.32 of Addendum 1.</i>
2	General	N/A	Are contractors allowed to submit a Table of Contents with the response at the beginning of the Technical Proposal Packet?	Yes.
3	Page 3, section 1.8 Response Documents, A.2; Page 4, section 1.9 Organization of Response Documents, B, Main RFP	<p>1.8 Response Documents, A. 2.The Proposal Packet should be clearly marked "Original" and must include the following:</p> <p>a.Original signed Response Signature Page. (See Technical Proposal Packet.)</p> <p>b.Original signed Agreement and Compliance Page. (See Technical Proposal Packet.)</p> <p>c.Original Proposed Subcontractors Form. (See Subcontractors.)</p> <p>d.EO 98-04 Contract and Grant Disclosure Form, Attachment A. (See Standard Terms and Conditions, Disclosure.)</p> <p>e.Technical Proposal response to the Information for Evaluation section included in the Technical Proposal Packet.</p> <p>f.Other documents and/or information as may be expressly required in this Bid Solicitation.</p> <p>3.The following items should be submitted in the original Technical Proposal Packet.</p> <p>a.Copy of Contractor's Equal Opportunity Policy. (See Equal Opportunity Policy.)</p> <p>b.Signed addenda to this RFP, if applicable. (See Requirement of Addendum.)</p> <p>c.Voluntary Product Accessibility Template (VPAT), if applicable. (See Technology Access.)</p> <p>1.9 Organization of Response Documents B.The original Technical Proposal Packet and all copies should be arranged in the following order:</p> <ul style="list-style-type: none"> <li>•Response Signature Page.</li> <li>•Agreement and Compliance Page.</li> <li>•Signed Addenda, if applicable.</li> <li>•E.O. 98-04 – Contract Grant and Disclosure Form.</li> <li>•Equal Opportunity Policy.</li> <li>•Proposed Subcontractors Form.</li> </ul> <p>•Other documents and/or information as may be expressly required in this Bid Solicitation. Label documents and/or information so as to reference the Bid Solicitation's item number.</p> <p>•Technical Proposal response to the Information for Evaluation section of the Technical Proposal Packet.</p>	There is a discrepancy between the instructions in two sections. Please clarify the order of response documents identified in these sections. Section 1.8 stipulates the order of the response should be: Response Signature Page, Agreement and Compliance Page, Proposed Subcontractors Form, Contract and Grant Disclosure, response to the Information for Evaluation, Other documents, and then Equal Opportunity Policy, signed addenda, and VPAT. Section 1.9 stipulates the order should be Response Signature Page, Agreement and Compliance Page, Signed Addenda, Contract Grant and Disclosure, EOP, Proposed Subcontractors Form, Other Documents, response to the Information for Evaluation. What section order should contractors use to prepare the response? Also, should contractors put the items identified in section 1.8.3 (EOP, signed Addendas, an acknowledgement to the VPAT), as well as other items such as Bondability Letter in the Proposal Packet response to section 1.8.A.2.f Other documents?	<i>The recommended organization of response documents is specified in Section 1.9 of the solicitation and allows for the submission of other documentation as specified in the solicitation.</i>
4	Page 12, Section 2.1 Introduction, Main RFP	<p>.....ARHIPP pays the premiums and cost sharing to allow eligible Medicaid Beneficiaries to have health insurance through their job or COBRA, if determined to be cost effective for the Medicaid program. ARHIPP is designed to reimburse Medicaid Beneficiaries for the cost of their Third Party Liability insurance when it is cost effective for Medicaid. Because Medicaid is the payor of last resort, when Medicaid Beneficiaries have employer sponsored insurance (ESI), the ESI covers the cost of most medical services and allows the Medicaid program to avoid paying those claims.</p> <p>To qualify for ARHIPP, the ESI must cover a qualified Medicaid Beneficiary, and the estimated cost of paying medical claims must be lower than the cost of premiums and cost sharing. This program helps eliminate some of the out-of-pocket medical expenses for qualified Beneficiaries and provides Medicaid coverage for some services not typically covered by private insurance.</p> <p>The primary objective of this RFP is for DHS to select a vendor to perform the following functions:</p> <p>A.To administer the ARHIPP program to help Medicaid Beneficiaries access ESI when it is cost effective for the Medicaid Program.</p> <p>B.To provide information to DHS that allows for ongoing assessment of program policies and procedures.</p>	Does the scope of Section 2 apply to the full Medicaid population, both managed care and fee for service, or fee for service only?	<i>Section 2 of the solicitation applies to the full Medicaid Population.</i>

5	Page 12, section 2.2 Minimum Qualifications, C, Main RFP	C.The Contractor must be bondable. For verification purposes the Prospective Contractor shall submit a Letter of Bondability from an admitted Surety Insurer with bid submission. The letter must unconditionally offer to guarantee, to the extent of one hundred percent (100%) of the annual contract price, the Prospective Contractor's performance in all respects of the terms and conditions of the RFP and the resultant contract. The Contractor shall be required to provide DHS with the performance bond described in this section upon contract award.	The location of where the Letter of Bondability should be placed within the response is not identified in RFP section 1.8 proposal response. Please confirm if the Letter of Bondability should be located as one of items in response to RFP section 1.8.A.2.f Other documents?	<i>The recommended organization of response documents is specified in Section 1.9 of the solicitation and allows for the submission of other documentation as specified in the solicitation. Refer also to question #3.</i>
6	Page 12, Section 2.2 Minimum Qualifications, D, Main RFP	D.The Contractor shall have at least five (5) years cumulative experience working on similar insurance contracts for at least three (3) other state Medicaid programs or similar human services programs. If the Prospective Contractor proposes to use subcontractors, the Prospective Contractor's proposed subcontractors shall have the experience working on similar projects with other State Medicaid or human services programs. For verification purposes, the Prospective Contractor must accurately complete and sign Attachment I - Client History Form.	1. Can the experience be as a subcontractor? And if so, should the state or prime contractor provide the reference? 2. Must the five (5) years of cumulative experience be on active contracts, or can it be cumulative experience over the past fifteen (15) years? 3. What are the minimum requirements for "similar insurance contracts" for them to be used as comparable experience? Should contracts at least include a cost-effective determination and reimbursements to Medicaid Members in the form of checks or direct deposit? Where should contractors place Attachment I within the response?	<i>1. Yes, refer also to Attachment I Revised Client History Form and Addendum 1. 2. Cumulative experience can be past and present. 3. Experience should reflect the minimum qualification requirement as comparable to services outlined in the solicitation. Refer also to Section 1.9 of the solicitation for the organization of response documents.</i>
7	Attachment-L-ARDHS-OIT-Standard-IT-Requirements	N/A	Please clarify where this attachment should be located within the Proposal Response? Should it be located in the response to RFP section 1.8.A.2.f Other documents?	<i>The recommended organization of response documents is specified in Section 1.9 of the solicitation and allows for the submission of other documentation as specified in the solicitation. Refer also to question #3.</i>
8	Page 13, section 2.3, A.5	The Contractor's ARHIPP system shall have the ability to accept a daily electronic Medicaid eligibility and TPL file from the MMIS. The Contractor shall utilize the eligibility data contained within the files to update existing ARHIPP cases and to establish new ARHIPP cases. Contractor shall develop a workflow process to alert ARHIPP operational staff of changes to ARHIPP cases. Records shall be maintained for a minimum of ten (10) years after the termination of the contract.	What is the anticipated volume of the Daily Leads File? Will there be separate files for changes versus new leads?	<i>Unknown. Additional information is required to address this question.</i>
9	Page 15, section 2.3 Scope of Work, subsection C.7.	7.The Contractor shall fully cooperate with any contractors, consultants, or other parties that may be engaged by DHS. The Contractor must grant access to DHS, the Office of Medicaid Inspector General (OMIG), Medicaid Fraud Control Units (MFCU), federal Office of Inspector General (OIG), legislative audit, and entities specified by DHS without written approval. The Contractor must permit access by any other parties, when requested in writing by DHS, to the Medicaid program files, procedures, and records in the possession of or under the control of the Contractor.	Will the State please add the following language to the requirement set forth in Section IV.C.:  Notwithstanding the foregoing, Business Associate may retain a copy of information received, developed, or otherwise relating to this contract in order to comply with its contractual obligations and applicable professional standards. Information stored on routine back-up media for the purpose of disaster recovery will be subject to destruction in due course. Latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files and metadata that can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within the requirement for the return or destruction of records as contemplated by this paragraph.	<i>DHS may, at its discretion, negotiate this provision pursuant to Section 1.20(B) of the solicitation.</i>
10	Page 5, Attachment D (bullets 1, 3 and 5 of the Indemnification section)	Indemnification The Contractor agrees to indemnify, defend, and save harmless the State, the Department, its officers, agents and employees from any and all damages, losses, claims, liabilities and related costs, expenses, including reasonable attorney's fees and disbursements awarded against or incurred by the Department arising out of or as a result of: <input type="checkbox"/> Any claims or losses resulting from services rendered by any person, or firm, performing or supplying services, materials, or supplies in connection with the performance of the contract; <input type="checkbox"/> Any claims or losses resulting to any person or firm injured or damaged by the Contractor, its officers or employees by the publication, translation, reproduction, delivery, performance, use, or disposition of any data processed under the contract in a manner not authorized by the contract, or by Federal or State regulations or statutes; <input type="checkbox"/> The Contractor shall agree to hold the Department harmless and to indemnify the Department for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the Department may sustain as a result of the Contractor's or its subcontractor's performance or lack of performance.	Please confirm that the indemnification provisions in Attachment D is subject to limitation of liability provision in section 4, General Terms and Conditions, Section 1.4.B.	<i>No, the indemnification provisions in Attachment D are not subject to limitation of liability provision in Section 4.4 (B) of the RFP.</i>
11	Page 19, Section 2.5 IT Platform, 4	4. Provide database schema, table layouts, primary key designation, foreign key relationships, data dictionaries, security implementation model(s), and support for change control on database changes, and field and table changes upon request.	As some of this information is confidential and proprietary trade secret material, please consider removing the requirement to supply any such information as it is not necessary for the provision of the services. This Section appears to apply to State procurements of systems rather than services as is the case under this RFP. Please confirm this Section does not apply to a contractor's internal proprietary systems used to deliver the services, as certain sub sections would require disclosure of proprietary trade secret material and would pose a security risk. If it is required, can the State please confirm that post award, the awardee can negotiate the specific documentation to verify proprietary trade secret material and information that would pose a security risk is not disclosed?	<i>Please refer to Section 1.17 of the solicitation pertaining to Proprietary Information.</i>

12	Page 19, Section 2.5 IT Platform	Entire Section	Please confirm that the intent of the RFP is to secure, as is stated in the Introduction in section 1.1 which states "This Request for Proposal (RFP) is issued by the Arkansas Department of Human Services (DHS), Office of Procurement (OP) for the Division of Medical Services (DMS) to obtain pricing and a contract for the maintenance, operations, development, and administration of the Arkansas Health Insurance Premium Payment (ARHIPP) program" that the intent is to procure services and not to purchase an IT Platform and that the Contractor will use its proprietary software and systems to deliver the services, namely the operations, development and administration of the ARHIPP program.	<i>The intent is to procure Software as a Service.</i>
13	Page 23, Section 2.7 Transition and Implementation Services Requirements, E.2	E. Exit Transition Period  2. The Contractor must adhere to the following transition plan and transition of materials: a. At the end of this Contract, the Contractor shall work cooperatively with DHS and if applicable, any new contractor, to ensure an efficient and timely transition of Contract responsibilities with minimal disruption of service to Beneficiaries and DHS. b. The Contractor shall begin an Exit Transition Period at least sixty (60) days, but no more than ninety (90) days, prior to the last day the Contractor is responsible for the requirements of the Contract resulting from this RFP. This may occur at DHS's discretion, either after all available option years in the Contract have been exercised, or after DHS notifies the Contractor, that DHS does not wish to renew the Contract by exercising an available option year. c. During the exit transition period, the Contractor shall work cooperatively with DHS and the new contractor and shall provide program information and details specified by DHS and in a method and format as determined by DHS. d. Both the program information and the working relationship between the Contractor awarded the contract resulting from this RFP and the new Contractor from a future solicitation shall be defined by DHS. e. Within the exit transition period, the Contractor awarded the contract resulting from this RFP shall prepare and submit an exit transition plan and schedule of activities to facilitate the transfer of responsibilities, information, documentation, training, and educational materials, etc., to a new Contractor and/or DHS. f. The Contractor shall submit the Exit Transition Plan to the Contract Monitor sixty (60) days prior to the beginning of the Exit Transition Period. The Contract Monitor must approve the exit transition plan before it can be implemented. g. The Contract Monitor and the new Contractor awarded the contract resulting from this RFP shall define the information required during this transition period and the time frames for submission. h. The Contract Monitor shall have the final authority for determining the information the Contractor shall be required to submit. 4. Contractor shall provide a copy of all the content and workflows from the myarhipp.com website to DHS.	Please modify the requirement to state that only non-proprietary information, documentation, training, and educational materials, workflows, program information, website/workflow etc., will be required to be transferred or provided to a new Contractor and/or DHS.	<i>No. Please refer to Section 1.17 of the solicitation pertaining to Proprietary Information.</i>
14	Page 4, Attachment F – Business Associate Agreement, IV. TERM, TERMINATION AND DAMAGES, C.	C. Except as provided below, Business Associate shall return or destroy all PHI, including all PHI in possession of its Subcontractors, immediately following the termination or expiration of this BAA. However, in the event that Business Associate is legally obligated to retain such PHI, Business Associate may do so provided that: 1. Business Associate notifies Covered Entity of such legal obligation, in writing, immediately upon Business Associate's notice of such legal obligation, which such writing must describe in detail the legal obligation; 2. Business Associate extends all protections, limitations, and restrictions contained in this BAA to Business Associate's Use or Disclosures of any PHI retained after termination or expiration of this BAA; 3. Business Associate limits any further Use or Disclosures solely to satisfying such legal obligation for which it has provided Covered Entity with written notice in accordance with Section IV(C)(1), above. 4. Business Associate returns or destroys all PHI when such legal obligation has been fulfilled or has concluded.	Will the State please add the following language to the requirement set forth in Section IV.C.:  Notwithstanding the foregoing, Business Associate may retain a copy of information received, developed, or otherwise relating to this contract in order to comply with its contractual obligations and applicable professional standards. Information stored on routine back-up media for the purpose of disaster recovery will be subject to destruction in due course. Latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files and metadata that can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within the requirement for the return or destruction of records as contemplated by this paragraph.	<i>DHS may, at its discretion, negotiate this provision pursuant to Section 1.20(B) of the solicitation.</i>
15	Page 2, Attachment D-Terms and Conditions	Terms of Payment/Billing The Contractor agrees to submit all billing invoices within sixty days of the expiration of the contract. Any billings for services rendered during a particular state fiscal year which are not submitted within ninety days of the end of the fiscal year will not be paid.	Will the State please allow for a run out period where the Contractor is permitted to invoice for 90 days (rather than the 60 day time limit) after expiration of the contract to resolve outstanding applications (for orderly transition) and to be paid its fee for services performed prior to the date of expiration or termination?	<i>DHS may, at its discretion, negotiate this provision pursuant to 1.20 (B) of the solicitation. Refer also to Section 2.8 of the solicitation.</i>
16	Page 1, Attachment C - Performance Standards	I. The contractor must comply with all statutes, regulations, codes, ordinances, and licensure or certification requirements applicable to the contractor or to the contractor's agents and employees and to the subject matter of the contract. Failure to comply shall be deemed unacceptable performance. II. Except as otherwise required by law, the contractor agrees to hold the contracting Division/Office harmless and to indemnify the contracting Division/Office for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the contracting Division/Office may sustain as a result of the contractor's performance or lack of performance. III. During the term of the contract, the division/office will complete sufficient performance evaluation(s) to determine if the contractor's performance is acceptable. The damages set forth below are not exclusive and shall in no way exclude or limit any remedies available at law or in equity.	Will the State please remove items I., II., and III., as performance standards given that these are contract terms that appear elsewhere in the terms and conditions and stand on their own and only include actual reasonable and measureable performance standards to be agreed upon?	<i>No. This language is non-negotiable.</i>

17	Attachment C_ Performance Based Contracting	Applies to the entire Attachment.	Under the Performance Standards, Acceptable performance is defined as 100% compliance without clear measurable standards. Can we confirm that during the negotiation phase the awardee can present clear measurable standards for each that will be mutually agreed upon?	<i>DHS may, at its discretion, negotiate this provision pursuant to 1.20 (B) of the solicitation. Refer also to Section 2.8 of the solicitation.</i>
18	Attachment C_ Performance Based Contracting	Applies to the entire Attachment.	Will the State please insert a provision relating to Performance Standards that reads similar to the following? If multiple service levels are missed because of a single failure, error or incident, such multiple service level failures will be counted as one service level failure. The State may select the service level under which it may assess damages.	<i>DHS may, at its discretion, negotiate this provision pursuant to 1.20 (B) of the solicitation. Refer also to Section 2.8 of the solicitation.</i>
19	Attachment C_ Performance Based Contracting	Applies to the entire Attachment.	Will the State please add an at risk amount to the totality of monthly damages for all damage assessments due to performance standards. Proposed language is: At Risk Amount: "At Risk Amount" shall mean xxx percent (xxx%) of the Monthly Charges for such month, which is the maximum amount the Contractor will have at risk for Performance Standards as set forth in Attachment C for such month.	<i>DHS may, at its discretion, negotiate this provision pursuant to 1.20 (B) of the solicitation. Refer also to Section 2.8 of the solicitation.</i>
20	Attachment C_ Performance Bas	Applies to the entire Attachment.	Contractor shall report its Service Level performance with rounding to the one less significant digit than the applicable Service Level (e.g. for a service measurement with an associated service level of XX.X%, such measurement would be reported to XX% level.	<i>DHS may, at its discretion, negotiate this provision pursuant to 1.20 (B) of the solicitation. Refer also to Section 2.8 of the solicitation.</i>
21	Attachment I _ Client History For	The State reserves the right to verify the accuracy of these answers by contacting any of the listed clients, and all applicable clients <b>must</b> be listed. Omission of a client will constitute a failure to complete this form.	Please confirm that when DHS is requesting "and all applicable clients <b>must</b> be listed" that they are DHS is referencing the three references that are required in the response to #1 in the form.	<i>Refer to minimum qualifications and instructions on the Revised client history form. Refer also to Addendum 1.</i>
22	General	N/A	Responses to written questions are not due until Jan 17th per the RFP, if the state is delayed in responding to questions will the state consider extending the proposal due date?	<i>The State may consider extending the bid submission deadline in the event the State is late to respond.</i>