

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	CLARIFICATION OF RFP SOLICITATION Page 6	CLARIFICATION OF RFP SOLICITATION	Would the state consider moving the due date for questions to Monday January 8th? Key staff had PTO scheduled over the holidays and would appreciate additional time to review the RFP documents. Based on the timing of the release of this RFP within the holiday season, it would provide an opportunity for our team to complete a more comprehensive review, and response. Any consideration for this change would be greatly appreciated. Happy New Year and we look forward to hearing from you.	<i>Refer to Addendum 1.</i>
2	Page 21, Section 2.4.7 TPL Collections Lockbox A, B, and C	A. DHS will provide the contractor with a list of which banking institutions are acceptable for creating the lockbox account. B. The Contractor shall work with DHS to develop the lockbox account. The Contractor shall provide oversight and payment for the lockbox service to be established for TPL recoveries made by the contractor. C. A State approved lockbox collection system must be established and operational within sixty (60) calendar days of contract start.	Please confirm that in a new contract the State plans on transitioning from a State-owned lockbox setup to a vendor-owned lockbox.	<i>Confirmed. The Contractor must setup a new lockbox account which must be approved by DHS, DHS must have access to the account.</i>
3	Page 15, Section 2.4.1 Administration, H	The Contractor must provide one (1) on-site staff member that is exclusively dedicated to the DHS TPL program. Resumes of proposed personnel should include:	In regard to the onsite TPL Analyst, will this position be full time (40 hours per week), and should the cost of staffing this employee be included in pricing for the RFP?	<i>Yes, the position will be full time(40 hours per week) cost of staffing must be included in RFP pricing.</i>
4	Page 15, Section 2.4.1 Administration, B	The Contractor must have carrier matching agreements in place with all major insurance carriers prior to the start of the contract.	What is the State's definition of "major carriers"? Is there a specific list or quantity of carriers needed?	<i>Refer to Section 2.4.1.B of Addendum 2.</i>
5	Page 16, Section 2.4.2 Cost Avoidance and Third Party Liability Identification	A.The Contractor shall identify and verify the existence of health insurance which has been disclosed, identified, or utilized by Beneficiaries, whether or not a recovery is made.	Does the scope of section 2.4.2 apply to the full Medicaid population, both managed care and fee-for-service, or just fee-for-service?	<i>Section 2 applies to the full-Medicaid Population.</i>
6	Page 17, Section 2.4.3 Post Payment Recovery	A.The Contractor shall be responsible for post payment recoveries at the discretion of DHS.	Does the scope of section 2.4.3 apply to both managed care encounter claims and fee-for-service claims, or just fee-for-service claims?	<i>Section 2 applies to the full-Medicaid Population.</i>
7	Page 19, Section 2.4.4 Casualty Recovery	The Contractor must describe its work plan and capabilities for performing specific functions, to identify, track and pursue recovery of Medicaid funds from casualty and litigation related cases (including cases involved in mass tort/global settlement), including but not limited to:Medicaid funds and Cases	Does the scope of section 2.4.4 apply to the funds paid for the Medicaid population, both managed care and fee-for-service, or only funds for fee-for-service?	<i>Section 2 applies to the full-Medicaid Population.</i>

8	Page 20, Section 2.4.5 Tort Casualty	The Contractor shall be responsible for performing assigned Tort Casualty cases on behalf of DHS except for Estate recovery identification and associated recoveries conducted by DHS. The exception to the Estate recovery will be casualty and mass torts. Mass tort cases are usually handled through a regional or national lien resolution administrator. Mass Tort recoveries shall be performed by the Contractor as deemed necessary by DHS	Does the scope of section 2.4.5 apply to the cases for the full Medicaid population, both managed care and fee-for-service, or only cases with claims paid through fee-for-service?	<i>Section 2 applies to the full-Medicaid Population.</i>
9	Page 15, Section 2.4 SCOPE OF WORK	This RFP includes a variety of both automated and manual Third Party Liability activities. Contractors are encouraged to propose innovative solutions to meet or exceed the requirements of this RFP. All proposals must be consistent with current Arkansas Medicaid policies and limitations for covered services, provider types, state plan benefits, and federal and state law. All activities should augment current Medicaid processes and must not duplicate Arkansas Medicaid's work effort. To meet the objective to maximize cost avoidance and third party recoveries from all sources, the Contractor will be required to perform the following functions to enhance and supplement the DHS with minimal impact on DHS staff and resources. Medicaid	What is the approximate size of Arkansas Medicaid's fee-for-service population and the managed care population?	<i>As of December 2023, Medicaid enrollment was as follows: ARHOM:E 251, 936; Adults: 233,154; Children:397,421; Total: 882,511. Approximately 50,000 adults and children are enrolled in a full risk managed care program. Almost all Medicaid enrollees are served through a dental managed care program.</i>
10	Page 14, Section 2.2 MINIMUM QUALIFICATIONS, Item C	The Contractor shall have at least five (5) years cumulative experience working on similar contracts for at least three (3) other state Medicaid programs or similar human services programs.	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 during the past fifteen (15) years? 3) Many of the federal rules provided apply specifically for Medicaid. Which non-Medicaid "similar human services programs" can be used as experience? 4) Must the experience provided cover 5 years of experience for each of the services required in this proposal (TPL Identification and Updates, Insurance Billing, Disallowances, Credit Balance Audits, Casualty and Mass Torts)	<i>1. Yes. Refer also to the client history form. 2. Cumulative experience can be from the past and present. 3. Refer to Addendum 2 4. No. Cumulative experience working on similar contracts for at least 3 other state Medicaid programs.</i>
11	Page 16, Section 2.4.2 Cost Avoidance and Third Party Liability Identification, Item C	Health Insurance Carriers must obtain files from all health insurance carriers	Should this requirement read "CONTRACTOR must obtain files from all health insurance carriers"?	<i>Refer to Addendum 2.</i>
12	Page 4, Attachment C, Item C	Health Insurance Carriers must obtain files from all health insurance carriers	Should this requirement read "CONTRACTOR must obtain files from all health insurance carriers"?	<i>Refer to Addendum 2.</i>
13	Page 17, Section 2.4.2 Cost Avoidance and Third Party Liability Identification, Item P	The Contractor shall propose a comprehensive TPL Master Resource File review and verification process that will be reviewed and approved by DHS, to include	As this is only a proposal to migrate the current TPL Master Resource File from the MMIS to the CONTRACTOR, should the cost for this proposed solution be built into the pricing submitted for this RFP? Or will the final pricing be determined after DHS has reviewed the proposed solution in relation to DHS' overall modular strategy?	<i>Yes, the current TPL Master Resource File from the MMIS cost must be included in RFP pricing.</i>

14	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 Section 1.20(B) of the solicitation.</i>
15	Page 3, Attachment C, Cost Avoidance and Third Party Liability Identification, Item A	The Contractor shall identify and verify the existence of health insurance which has been disclosed, identified, or utilized by Beneficiaries, whether or not a recovery is made.	In a scenario where the awarded contractor identifies significantly less commercial insurance than historically established volumes, would DHS consider assessing actual damages, a termination for cause, or other measures to address the under-performance of the contractor?	<i>Failure to meet the minimum performance standards as specified may result in the assessment of damages. Refer also to Section 2.3 of the solicitation.</i>
16	Page 6, Attachment C, Post Payment Recovery, Item 1	The Contractor shall be responsible for post payment recoveries at the discretion of DHS.	In a scenario where the awarded contractor recovers significantly less than historically established recoveries, would DHS consider assessing actual damages, a termination for cause, or other measures to address the under-performance of the contractor?	<i>Failure to meet the minimum performance standards as specified may result in the assessment of damages. Refer also to Section 2.3 of the solicitation.</i>
17	Page 16, 2.4.2 Cost Avoidance and Third Party Liability Identification	Defense Enrollment Eligibility Reporting System (DEERS) – The Contractor must conduct an semi-annual electronic data match with the Defense Enrollment Eligibility Reporting System (DEERS) for TRICARE/CHAMPUS and CHAMPVA coverage in accordance with the date and file formatting required by DEERS. The DEERS online data system shall be used in conjunction with the semi-annual file.	Currently TRICARE/ CHAMPUS and CHAMPVA and not providing the DEERS file to states or to vendors on behalf of Stats. Please confirm this requirement only applies to when the file is available.	<i>Confirmed. Applicable only when the file is available.</i>
18	Page 29, 2.4.14 Records and Documentation	<p>F. Initiation Services Requirements 1.</p> <p>The Contractor shall provide during the initiation phase of the project and maintain throughout the project, system documentation that at a minimum includes:</p> <ul style="list-style-type: none"> a. A description of each component, their purpose, including basic functions and the business areas supported b. User stories/use cases c. Screen layouts, report layouts, and other output definitions, including examples and content definitions d. Physical database design e. A module system diagram, including all components, identifying all business process diagrams, data flows, systems functions, and their associated data storage f. Configurations g. Job streams within each module, identifying programs, inputs and outputs, control, job stream flow, operating procedures, and error and recovery procedures. h. A network schematic showing all network components and technical security control i. Listing of the edits and audits applied to each input item and the corresponding error messages. j. As applicable, listing and description of all control reports k. Interface Control Documents l. Narrative descriptions of each of the reports and an explanation of their use must be presented. m. Definition of all fields in reports, including a detailed explanation of all report item calculations. n. Operations Procedure Manual o. Data Dictionary 	Section F appears to apply to State procurements of systems rather than services as is the case under this RFP. Please confirm Section F 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>

19	Page 30, 2.4.15 Project Closure and Turnover	<p>C. Within the Exit Transition Period, the Contractor shall prepare and submit an Exit Transition Plan and Schedule of Activities to facilitate the transfer of responsibilities, information, computer systems, software and documentation, materials, URLs, telephone numbers, specifications, reports, ALL data etc., to a new contractor and/or DHS.</p> <p>G. The Contractor shall establish and utilize a deliverable review and acceptance process agreed upon by DHS including but not limited to review cycles and deliverable walkthroughs within a timeframe as determined by DHS.</p>	In Section C & G, please modify the requirement to state that only non-proprietary, information, computer systems, software and documentation, materials, etc. be transferred to a new contractor or DHS.	<i>No. Please refer to Section 1.17 of the solicitation pertaining to Proprietary Information.</i>
20	Page 4, Attachment F – Business Associate Agreement	<p>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;</p> <p>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;</p> <p>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.</p> <p>4. Business Associate returns or destroys all PHI when such legal obligation has been fulfilled or has concluded.</p>	<p>Will the State please add the following language to the requirement set forth in Section IV.C.:</p> <p>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.</p>	<i>DHS may, at its discretion, negotiate this provision pursuant to Section 1.20(B) of the solicitation.</i>
21	Page 2, Attachment D- Terms and Conditions	<p>Terms of Payment/Billing</p> <p>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.</p>	Will the State please allow for a run out period where the Contractor is permitted to invoice for 180 days after expiration of the contract to be paid its fee for recoveries that are the result of services performed prior to the date of expiration or termination?	<i>DHS may, at its discretion, negotiate this provision pursuant to Section 1.20(B) of the solicitation.</i>
22	Page 14, Section 2.2, C	The Contractor shall have at least five (5) years cumulative experience working on similar contracts for at least three (3) other state Medicaid programs or similar human services programs.	Does critical MMIS solutions, such as Provider Management or Interoperability, qualify as a "similar" state Medicaid program or human services program contract?	<i>No. Refer also to Addendum 2.</i>
23	Page 25, 2.4.10 License to Access Shared Data Warehouse	The Contractor shall obtain and pay for all licenses necessary to gain access to the Shared Data Warehouse of DHS program files.	Please provide the cost of these licenses.	<i>No.</i>
24	Page 25 2.4.11 Computer Requirements (B)	The Contractor shall be responsible for payment of all costs, including format changes, incurred in necessary files from DHS's MMIS Contractor, performing the data matches, and returning the output of data matches to DHS for input to the MMIS.	Please confirm that if the Contractor uses existing formats that there is no cost.	<i>No. DHS cannot confirm Contractor costs.</i>

25	RFP Solicitation, Page 9, Discussions and Negotiations	<p>1. If the agency so chooses, it shall also have the right to enter into discussion with the qualifying vendor(s), to further define contractual details. All such discussions shall be conducted at the sole discretion of the State and may be conducted at any lawful time of the State's choosing. The State shall solely determine the items to be discussed or negotiated.</p> <p>2. If discussions or negotiations fail to result in a contract, the negotiation process may be repeated until an anticipated successful vendor(s) has been determined or an award made, or until such time the State decides not to move forward with an award.</p>	Please confirm that if the Agency and Contractor are unable to reach an agreement on mutually acceptable contract terms and conditions, the Contractor may walk away with no further obligation to the Agency.	<i>Any discussions or negotiations will be conducted in good faith with qualified vendor(s) in accordance with Section 1.20(B) of the solicitation.</i>
26	Attachment D, Pages 5 and 6	<p>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:</p> <ul style="list-style-type: none"> •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; •Any claims or losses to any person or firm injured or damaged by the erroneous or negligent acts (including without limitation disregard of Federal or State regulations or statutes) of the Contractor, its officers or employees in the performance of the contract; •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; •Any failure of the Contractor, its officers or employees to observe local, federal or State of Arkansas laws or policies, including but not limited to labor laws and minimum wage laws. 	Is the Department willing to limit the indemnification provisions to third party claims to the extent caused by the negligence or breach of contract by Contractor? In addition, is the Department willing to limit the indemnification provisions to direct damages?	<i>No.</i>
27	RFP Solicitation, Section 1.11, Page 7	<p>B. Contractor's signature on this page shall signify contractor's agreement that either of the following shall cause the contractor's proposal to be disqualified:</p> <ol style="list-style-type: none"> 1. Additional terms or conditions submitted intentionally or inadvertently. 2. Any exception that conflicts with a Requirement of this Bid Solicitation. 	Please clarify whether the Contractor may submit proposed exceptions to the contract terms and conditions with its proposal.	<i>Refer to Section 1.6 of solicitation.</i>
28	General	Proposed New Provision -- Limitation of Liability	Is the Agency willing to add a new provision that would provide for a reasonable cap on the liability of the Contractor?	<i>No.</i>
29	General	N/A	If it meant significant cost savings while still achieving maximum cost avoidance and third party recoveries from all sources, would the State accept a proposal for which only the software solution be provided? If so, would the State be open to a non-contingency based pricing model?	<i>No.</i>

30	Page 15, section 2.4.1, B	The Contractor must have carrier matching agreements in place with all major insurance carriers prior to the start of the contract.	Does the Arkansas DHS have a BAA with the carriers that the bidder could utilize instead, in order to streamline the payer onboarding process?	No.
31	Page 3, Table of Contents	3.2 Oral Presentation / Demonstration Score	The Table of Contents shows a section called 3.2 Oral Presentation / Demonstration Score but there is an error for the page number. This section does not appear in the RFP. Please confirm there will not be an oral presentation / demonstration or related score.	Refer to Section 3 of Addendum 2.
32	Page 11, section 1.26, B	ACCORDINGLY, THE CONTRACTOR EXPRESSLY REPRESENTS AND WARRANTS to the State of Arkansas through the procurement process by submission of a Voluntary Product Accessibility Template (VPAT) for 36 C.F.R. § 1194.21, as it existed on January 1, 2019	Can the State please clarify their expectations for when the VPAT is required and what conformance level is required - A, AA or AAA? Page 6 section 1.8 says with Technical packet.	The VPAT required is for the Release/Version being offered by the contractor in response to the RFP. the conformance level is AA.
33	Page 26, Item G, 1	The IT Platform must have the capability to directly interface with the Arkansas Medicaid Management Information System (MMIS), any state-contracted Vendor conducting utilization management or review on DHS' behalf and must support direct electronic interaction with DHS's systems. The specific list of DHS's IT systems will be finalized during contract implementation.	Can you clarify the interfaces that need to connect to the MMIS and the frequency of the interfaces? Also could the State provide any specifics around the list of IT systems to be finalized, as this could impact costing for access?	During implementation, the contractor and DHS will identify current and future interface requirements based on the proposed solution. The specific list of DHS's IT systems will be finalized during contract implementation.
34	Page 30, Item F, 1	The Contractor shall provide during the initiation phase of the project and maintain throughout the project, system documentation that at a minimum includes: [List of documentation]	During the initiation phase, several documents will not be developed yet, for example, ICDs, Operations Procedure Manual, design docs, etc. Will the State consider rewording the language to say, "The Contractor shall provide during the applicable phase (e.g., initiation, design, testing, training, UAT) of the project, and maintain throughout the life cycle of the project, system documentation that at a minimum includes:"?	Yes. Refer also to Addendum 2.
35	Page 20, Section 2.4.6	General question	What are the current call volumes and associated average handle times?	Contractor only handles the TPL Subrogation calls, on average they handle 15 calls per day related to cases.
36	Page 20, Section 2.4.6	General question	Is the call center for both TPL and Subrogation or only Subrogation?	Only Subrogation
37	Page 20, Section 2.4.6	General question	Does the State require call and screen recording?	Yes, Contractor shall record at minimum all call audio. Video/Session recordings may be recorded at the discretion of the Contractor.
38	Page 20, Section 2.4.6	General question	Is there a requirement for the length of time calls need to be stored? Is there a requirement for screen recordings to be stored, and if so, how long?	All call recordings made by the Contractor shall conform with DHS retention policies. Refer also to Section 2.4.14 in the solicitation.
39	Attachment I _ Client History Form	The State reserves the right to verify the accuracy of these answers by contacting any of the listed clients, and all applicable clients must 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 must be listed" that they are DHS is referencing the three references that are required in the response to #1 in the form.	Refer to minimum qualifications and instructions on the Revised client history form. Refer also to Addendum 2.
40	1. 2.4.2.H	The Contractor must have the capability of transmitting corrections to MMIS for TPL information previously sent and subsequently found to be in error. The correction must be sent within one (1) business day after discovery and data verification to the MMIS Contractor.	This requirement will result in potentially daily deliverables, does DHS have any capacity limitations that the contractor should be aware of.	Daily deliverables are acceptable. DHS is currently unaware of any capacity limitations.

41	Page 5, Attachment D (bullets 1, 3 and 5 of the Indemnification section)	<p>Indemnification</p> <p>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:</p> <p>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;</p> <p>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 contract, or by Federal or State regulations or statutes;</p> <p>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.</p>	<p>Please confirm that the indemnification provisions in Attachment D is subject to limitation of liability provision in Section 4.4. General Contractual Requirements in the RFP.</p>	<p><i>No, the indemnification provisions in Attachment D are not subject to limitation of liability provision in Section 4.4 (B) of the solicitation.</i></p>
42	Page 26, Section 2.4.11 Computer Requirements, G.4	<p>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.</p>	<p>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 items 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?</p>	<p><i>The Contractor may submit proprietary details for these items at contract negotiations. However, the Contractor shall submit non-proprietary details concerning the Contractor's Software Development Life Cycle (SDLC) processes as part of the submitted proposal.</i></p>

43	Page 1, Attachment C - Performance Standards	<p>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.</p> <p>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.</p> <p>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.</p>	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 measurable performance standards to be agreed upon?	<i>No. This language is non-negotiable.</i>
44	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 Section 1.20(B) of the solicitation.</i>
45	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 Section 1.20(B) of the solicitation.</i>
46	Attachment C_ Performance Based Contracting	Applies to the entire Attachment.	Will the State please add a provision similar to this example? 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 Section 1.20(B) of the solicitation.</i>
47	E.5 Plans	Applies to the entire section	The RFP requirements in this section ask for a description of several plans. Please confirm that no other documentation outside the descriptions is required.	<i>Contractor shall provide a description and the Table of Contents for each type plan specified in section E.5.</i>
48	SOW	recoveries from all sources	For calendar years 2020, 2021 and 2022, respectively, how many audits/reviews were performed by category/claim type?	<i>Not relevant for submission of bid.</i>
49	SOW	recoveries from all sources	For calendar years 2020, 2021 and 2022, respectively, what were the total findings/dollars recovered by category/claim type?	<i>Not relevant for submission of bid.</i>
50	General Inquiry	Please provide 2022 & 2023 savings figures for the following services:	Cost Avoidance and Third Party Liability Identification, Post Payment Recovery, Casualty Recovery, Tort Recovery	<i>Not relevant for submission of bid.</i>

51	General Inquiry	Can bidders submit for a portion of the services in the RFP or would all be required by the bidder?	For example (Cost Avoidance and Third Party Liability Identification & Post Payment Recovery) vs (Casualty & Tort Recovery)?	<i>Refer to Section 3.2.A of Addendum 2.</i>
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