



Questions and Answers No. 3
Request for Proposal MDM0031030513
MHBE Consolidated Service Center RFP
March 17, 2017

Ladies/Gentlemen: This list of questions and responses is being issued to clarify certain information contained in the above referenced RFP. Nothing in MHBE's response to these questions is to be construed as agreement to or acceptance by the MHBE of any statement or interpretation on the part of the Offeror.

Revised and Restated Response to Question #5 in Question and Answers No. 2:

5. Question: If enrollment broker functions are to be rolled into this contract as indicated in the definitions, please indicate the start date for these services, and provide details related to call volumes, mailing volumes, enrollment data, key management requirements, and payment mechanism accommodations.

Response: The start date for providing enrollment broker functions is ~~January 1, 2018~~ **October 1, 2017** as referenced in the RFP. The average # of calls received per month by the Enrollment Broker is 21,000. Approximately 10,000 enrollments are completed each month. The key management requirements are referenced in the RFP and all the required services will to be rolled up into the fixed monthly cost and the unit price per call.

1. Question: Can you specify which types of telephone applications or components you expect to integrate with MHBE's CRM?

Response: The Contractor shall ensure that its IVR application is compatible for integration with the Salesforce CRM platform.

2. Question: The RFP states that *during the Transition-In Period, the Contractor shall perform all activities required by the Contract, including the requirements of the solicitation, the offerings in its Technical Proposal, and any activities it performs during the Transition-In Period, for the compensation described in its Financial Proposal.*

When we reviewed the financial model in attachment F, it does not have a separate line for transition-in activities (e.g. facility, infrastructure, network, and telephony; and equipment setup and other transition-in related activities). Bundling transition-in fee under fixed operational fee may be advantageous for the incumbent.

Is it possible to modify the financial proposal spreadsheet to include a new line for transition-in activities fee separate from fixed operational fee?

Response: The MHBE will not consider a separate line for transition-in activities.

3. Question: Do the call volumes provided in the table on page 31 account for short abandoned calls (abandoned in less than 30 seconds) and can the state provide an average monthly rate of short abandoned calls?



Response: Short abandoned calls are minimal, averaging less than 50 per month.

4. Question: This requirement state that the contractor must provide internet connectivity to the Exchange’s Learning Management System (LMS). Can the state provide more details on this system - how is it used, what type of information is available and the average response time?

Response: Our LMS application is a component of the Salesforce application, which is web-based. The LMS is used as a point of entry and application for all consumer assistance workers seeking training and certification to work on behalf of the MHBE. The LMS is the tool used to deliver all MHBE-provided training content.

5. Question: In the response to Q&A #1, the MHBE provided monthly call volume statistics (i.e., 21,000 Medicaid Choice Counseling, 600 Producer Support, etc.) Would MHBE please elaborate on call volumes by providing historical (Last 12 months) and forecasted breakdown of call volumes by call type, (including AHT for each call type), that would make up the estimated 80,000 calls per month for which bidders shall provide pricing?

Response: The MHBE does not currently measure monthly call volume and AHT by call type with exception to direct line call data such as Producer Support. Historic call volume and forecasted call volume is provided in Section 3.2 of the RFP.

6. Question: Both historical and forecasted total monthly call volumes as outlined in the RFP are significantly higher than 80,000. Would MHBE entertain a tiered pricing approach for the fixed unit price per call component?

Response: The MHBE has requested pricing as a fixed unit price per call regardless of monthly call volumes.

7. Question: In addition to the call statistics provided in RFP Section 3.2, would MHBE please provide historical data for calls abandoned, abandoned rate, callbacks offered and abandoned, the average speed of answer and call type (e.g. the number of calls where CSR assisted customer to complete applications over the phone)

Response: The MHBE does not measure call data by type of CSR activity required per call. The average handle time is typically 16:00 - 17:00 minutes for an application through enrollment call. Calls not involving application through enrollment activity commonly average 13:00 - 14:00 minutes average handle time. Below is a chart depicting abandoned rates, average speed of answer and call back data for OE4 and rolled up average data for the non-enrollment period in 2016. The MHBE fully implemented the call back feature in November 2016.

Open Enrollment 4

Inbound	Courtesy	Courtesy Call	Average
Abandon Rate	Call Backs	Backs	Speed of



		Handled	Abandoned	Answer
Nov-16	14%	6,500	1,100	2:00 mins
Dec-16	28%	31,300	13,900	5:30 mins
Jan-17	24%	40,800	9,400	6:40 mins
Feb-17 (post)	10%	15,200	2,400	1:50 mins

Non-Open Enrollment Period

	Inbound Abandon Rate	Courtesy Call Backs Handled	Courtesy Call Backs Abandoned	Average Speed of Answer
Mar - Oct 2016	Avg. < 4%	N/A	N/A	Avg. < 1 min

8. Question: In the Exchange’s response to Question #7 regarding facility location, the MHBE indicated that the facility location would be mutually agreed upon by MHBE and the contractor. However because of the wage laws in Maryland, facility location is a large driver of costs and impacts heavily the total price of the project. In order to provide accurate and fair pricing, the vendor needs to know if there are any limitations on the Maryland counties where the vendor can locate their facility or if MHBE expects the facility to be a certain distance from MHBE offices. This is particularly relevant since the vendor must maintain seats for MHBE and state staff. Can MHBE provide guidance as to which counties are acceptable or what distances from MHBE offices are acceptable?

Response: Per Amendment 4, the facility should be located within the State of Maryland within 100 miles of zip code 21202 (Baltimore, MD).

9. Question: The data storage and on premise servers required to support screen recording can be very expensive over the life of a contract. The RFP currently requires that the vendor record 100% of screens where chat occur. However, for most CRMs, chats are part of the case record, given that chats are included does the vendor still need to include the expense to record screens for webchat?

Response: The MHBE does not utilize chat at this time and we have not formulated any chat recording requirements.

10. Question: Can MHBE provide a target occupancy standard for vendor call center staff over the life of the contract?

Response: The Contractor should establish its own target occupancy standard in order to meet expected service levels over the life of the contract.

11. Question: What responsibility does the contractor have for providing outreach, education, health



literacy and choice counseling as part of the Enrollment Broker functions? Please provide any additional SLAs, requirements, or deliverables associated with these functions.

Response: The Contractor does not have responsibility for providing outreach, education or health literacy as part of the Enrollment Broker functions. The Contractor does have responsibility for providing choice counseling for MCO enrollment as part of the Enrollment Broker functions as referenced in the RFP.

12. Question: Since the contractor is not responsible for any printing, mailing or document processing, who is responsible for mailing and receiving plan enrollment information, including the Health Service Needs Information form? How will that be integrated with the Enrollment Broker functions that are the responsibility of the contractor?

Response: The Contractor will be not be responsible for mailing and receiving plan enrollment information for Medicaid eligible consumers. The Contractor will be responsible for assisting Medicaid eligible consumers in completing the Health Services Needs Information form and data entering the responses into the HBX system. All other Enrollment Broker functions will be automated in the HBX.

13. Question: Who is responsible for maintaining a directory of Medicaid providers to allow consumers to search for providers as part of the plan selection process?

Response: The Contractor is not responsible for maintaining a directory of Medicaid providers. The MHBE and the DHMH will maintain the provider directory and make it available online via the HBX and in printed format.

14. Question: Will the State please provide the current CSR call scripts (or customer service user guides) for all call types?

Response: At this time, the MHBE will not be providing the current CSR call scripts but will work with the awardee on call script content.

15. Question: What is the average handling time (including wrap) for providing web-based and social media support?

Response: We do not currently measure/report on social media support AHT.

16. Question: Will the State please provide the IVR scripts currently in use?

Response: Please see the IVR Call Trees in response to question #17.

17. Question: Will the State please provide the current IVR tree currently in use?

Response: The current IVR trees are attached to this Question - Response Document 3 as Attachment 1 and Attachment 2.

18. Question: The solicitation mentions familiarity with Oracle RightNow or Salesforce. Q&A {#?} has stated RightNow is the current CRM. Will Salesforce be the CRM by award? What specific



SalesForce product (e.g., Service Cloud)?

Response: It is the MHBE's objective to implement SalesForce at the point of Award/Transition implementation. We are implementing SalesForce Service Cloud Enterprise Edition.

19. Question: At time of transition, will we be responsible for take custody of stored historical call data (e.g., recordings, screen captures, etc.)? If so, please provide number of files, size, and format of call data that the incumbent is currently storing.

Response: No, the awardee will not be responsible to take custody of stored historical call data.

20. Question: Can MHBE provide their current Disaster Recovery Plan or additional information on DR strategy? (e.g., HBX, LMS, CRM, Sharepoint, Google Docs)

Response: The MHBE will not provide current Disaster Recovery Plans.

21 Question: The Summary Sheet indicates that the MBE goal is 10%; however, Attachment D-1A only gives the option to check a box agreeing to 25% or to request a waiver. Will the State please provide an updated D-1A form that provides an option to agree to the 10% MBE goal?

Response: Per Amendment 4, # 1 on Attachment D-1A has been changed from 25% to 10%.

22. Question: Abiding to State of Maryland IT security policies requires the certification and accreditation (C&A) of the vendor's information system. State policy has four levels of certifications. To appropriately plan for time and resources would the State please share which certification level will be applied to the MHBE Call Center, as well as the time the State will need to review the certification package and provide an ATO?

Response: This is not applicable as the call center is not building an information system that requires accreditation. The System that is accredited is the Maryland HBX, which is the responsibility of the Agency (MHBE) and governing rules fall within CMS guidelines, MARS-E for securing an exchange. The Contractor should abide by security guidelines however, set forth in DoIT and MARS-E and should maintain controls within the organization at a moderate level. A vendor should develop a system to make sure that these controls are implemented and are operating.

23. Question: The RFP refers to Section 3.5.5 but there is no Section 3.5.5. Will the State please confirm this reference is intended to refer to the table that begins on page 56, or otherwise please explain the Section 3.5.5 reference?

Response: Per Amendment 4, the 3.5.5 reference has been amended to 3.5.4.

24. Question: The RFP Section 3.13.9 refers to "the date specified in RFP Section 3.9.1 but this particular section refers to insurance requirements. Will the State please clarify the correct section reference?

Response: Per Amendment 4, the reference to RFP Section 3.9.1 has been amended to 3.13.1.



25. Question: Regarding the requirement for a criminal background check, if an employee supporting Maryland activities resides in another state, will the background check still need to be performed by the Maryland State Police and/or FBI?

Response: If the employee resides in another state than Maryland, the state in which the employee resides and/or the FBI should be used. Note that the FBI search is nation-wide which would cover any state(s) in which the employee has resided.

26. Question: Is the volume of 21,000 calls at 7 min AHT for Enrollment Choice Counseling inclusive or exclusive of the Primary Care Provider selection and Health Service Needs Information calls?

Response: The indicated call volume and AHT of 7 mins for Enrollment Choice Counseling is inclusive of Primary Care Provider selection and Health Service Needs Information administration.

27. Question: Is the volume of 21,000 calls at 7 min AHT already included in the historical volume provided by the RFP on page 31, or would this be separate and incremental from that data.

Response: The Enrollment Broker call volume is not included in the historical volume on page 31. However, it is important to note that these callers may have previously engaged with the call center for an eligibility determination and the enrollment choice counseling will now be included in the original call.

28. Question: Are you able to provide further guidance on the scope of social media response support, or are there certain social media sites at a minimum that MBHE wants to ensure are responded to?

Response: The MHBE social media inquiries come in through MHBE Twitter and Facebook channels. It is expected that the representatives supporting social media address the messages by assessing the inquiry or problem and taking required steps to resolve and respond to the consumer.

29. Question: Is there AHT data available for the 4,000 outbound calls per month, and are those calls related to only enrollment broker services? If so, do we also have the outbound calls per month (and AHT) related to QHP/SAPD plans.

Response: Outbound calls are system-driven courtesy callbacks and they are handled in the same manner as inbound calls and for the same purposes as inbound calls. They are not currently related to enrollment broker services. The AHT is the same as inbound.

30. Question: Are you able to provide more definitive guidance on the following dates: Expected Contract Award, Contract Start, and Go Live?

Response: Expected Contract Award Date - on or around July 1, 2017; Contract Start - on or around July 1, 2017; "Go-Live" Date - on or about July 1, 2017.

31. Question: Is it possible to see or get a copy of their current 3-week agenda or a copy of the current exam? This will be helpful so we train on the same material that will be in the exam.

Response: MHBE will provide training content upon Award.



32. Question: Please confirm that in this requirement the section number for Liquidated Damages referred to should read Section 3.5 instead of Section 3.8.

Response: Per Amendment 4, Section 3.4.1 has been amended to read 3.5 rather than 3.8.

33. Question: As described in RFP Section 3.3.1.3, the Contractor's Transition Plan shall use the Incumbents Contractor's transition plan, presented at the Kickoff meeting, as a basis for the development of the final Transition-in plan. Full transition is required in 90 days and the table on page 48 includes "Transition-In of contractual activities with support from the incumbent Contractor due by NTP +45 calendar days." Can you define the contractual activities required to be completed at 45 days from the Notice to Proceed? Does MBHE anticipate that the Contractor will begin handling "production" calls at that time? If so, at what percentage of the overall 80,000 calls is the Contractor expected to handle? How will calls be routed to the contractor for handling? Has the Incumbent Contractor provided MBHE with a Transition-out plan as part of the original contract that can be shared with Offerors?

Response: MHBE does not anticipate the awardee will assume production before the 90-day transition period. MHBE will provide the transition out plan upon award of contract.

34. Question: What is the anticipated contract award date and the subsequent anticipated completion date?

Response: It is anticipated that the Contract will be awarded on or around July 1, 2017. The term of the contract is a base term of 2 years with three one-year options.

35. Question: Would the State consider capping liquidated damage assessments at one thousand (\$1,000) dollars per day or at ten percent (10%) of the total aggregate monthly invoice, whichever is smaller?

Response: At this time, the MHBE is not considering capping liquidated damage assessments.

36. Question: Would the State consider amending this language to add the following exceptions to the assessment of liquidated damages?

Liquidated damages will not be assessed in the following circumstances:

- i. When changes in scope, direction, budget, or program funding are made at the request of the client, and such changes impact the Contractor's ability to perform in accordance with the service levels;
- ii. When a force majeure event occurs;
- iii. When program processes are changed at the request of the client and such changes impact the Contractor's ability to perform in accordance with the service levels;
- iv. When any stated assumptions on which a performance goal is based turns out not to have been correct;
- or v. When the failure is due to the acts or omissions of the client or a third party outside of the Contractor's reasonable control.

Response: At this time, the MHBE is not intend to modify this language.



37. Question: Would the State confirm that the deliverables will be deemed to be accepted if written acceptance or rejection is not received within thirty (30) days of the submission of a deliverable?

Response: Yes

38. Question: The language of these sections are unclear as both state that the proposer may submit exceptions with the RFP but also state that submitting exceptions may deem the respondent's proposal unacceptable or cause them to be rejected. Can the State clarify what types of exceptions will cause the respondent's proposal to be deemed unacceptable or cause them to be rejected or confirm the deletion of the sections indicating submitting a proposal with exceptions may lead to the proposal to be deemed unacceptable or rejected?

Response: Any exceptions an offeror takes with the RFP and its associated attachments must be specific and clearly laid out. Offerors should ensure that they specify RFP page # and RFP section of the RFP and provide an alternative or alternative language to what the State has issued. For example, if an offeror has an exception to the definition of Normal State Business Hours, an exception could look like: Offeror XX takes exception to the definition of Normal State Business hours found at RFP page 10 Section 1.2 Abbreviations and Definitions. Offeror recommends the definition be changed to the following: [Insert proposed change here].

39. Question: Would the State confirm that RFP Section 3.8.3 Subsection C refers to all applicable Federal, State, and Local laws in effect at the time of execution of the agreement? If the condition is required over the course of the contract, will the State confirm that if a change in laws results in a change in scope that affects price that the State and Contractor will engage in good faith negotiations to adjust the price of the agreement?

Response: The Contractor must comply with all applicable laws throughout the course of the Contract. In the event that a change in laws results in a change in scope, an equitable adjustment may be warranted in accordance with Attachment A, Section 2.2.

40. Question: Would the State please modify the language of this requirement as shown below:

Subject to the terms of Section 6, Contractor shall defend, indemnify, and hold harmless the State, including, but not limited to, the Agency and its agents, officers, and employees, from and against any and all **third-party** claims, costs, losses, damages, liabilities, judgments and expenses (including without limitation reasonable attorneys' fees) **directly** arising out of or in connection with any claim the Work Product or any Third-party Intellectual Property **negligently** infringes, misappropriates or otherwise **negligently** violates any Third-party Intellectual Property rights. Contractor shall not enter into any settlement involving third party claims that contains any admission of or stipulation to any guilt, fault, liability or wrongdoing by the State or that adversely affects the State's rights or interests, without the State's prior written consent, which consent may be withheld in the State's sole and absolute discretion. Contractor shall be entitled to control the defense or settlement of such claim (with counsel reasonably satisfactory to the State), provided that the State will, upon requesting indemnification hereunder: (a) provide reasonable cooperation to Contractor in connection with the defense or settlement of any such claim, at Contractor's expense; and (b) be entitled to participate in the defense of any such claim. Contractor's obligations under this section will not apply to the extent any Third-party Intellectual



Property infringes, misappropriates or otherwise violates any third party intellectual rights as a result of modifications made by the State in violation of the license granted to the State pursuant to section 5.4; provided that such infringement, misappropriation or violation.

Response: At this time, the MHBE does not intend to modify this language.

41. Question: Would the State please modify the language of this requirement as shown below: Contractor shall indemnify, defend, and hold the State, its directors, officers, employees and agents harmless from third-party liability for negligent acts or omissions or willful misconduct resulting in ~~for~~ tangible property damage, bodily injury and death, ~~and for fraud or willful misconduct of Contractor,~~ including all related defense costs and expenses (including reasonable attorneys' fees and costs of investigation, litigation, settlement, judgments, interest and penalties) directly arising from or relating to the performance of the Contractor or its Subcontractors under this Contract.

Response: At this time, the MHBE does not intend to modify this language.

42. Question: Would the State please consider amending Attachment A, Section 18 to include a thirty (30) day notice period during which the Contractor can attempt to cure the issue leading to the termination for cause?

Response: At this time, the MHBE does not intend to modify this language.

43. Question: Would the State please confirm that in the case of a termination under Attachment A Section 14 and 17 that the State will remit payment for the final invoice within thirty calendar days from receipt and acceptance of the final invoice?

Response: In the case of a termination, the State will make every effort to remit payment for the final invoice within thirty calendar days from receipt and acceptance of the final invoice.

44. Question: Would the State please consider amending Attachment A Section 19 to include a ninety (90) day prior written notice requirement so that the Contractor may adequately wind-down services? Would the State also consider amending this agreement to make this provision mutual?

Response: At this time, the MHBE does not intend to modify this language.

45. Question: Would the State please consider modifying Attachment A Section 20 and Section 22 to state that if the procurement officer or state suspends work on this contract for longer than sixty (60) days then the Contractor will have the ability to renegotiate the agreement including the possibility to terminate for convenience?

Response: At this time, the MHBE does not intend to modify this language.

46. Question: Would the State please confirm that the federal, state, and local laws, regulations, and ordinances that the Contractor is required to comply with are those in effect at the time of Contract execution? (Refer to Attachment A Section 26.3) If not and this requirement is ongoing through the life of the contract, would the State please confirm that if a change in law requires an amendment to the scope and pricing of the agreement that the State and Contractor will enter into good faith negotiations to



renegotiate price?

Response: The Contract must comply with all applicable laws throughout the course of the Contract. In the event that a change in laws results in a change in scope, an equitable adjustment may be warranted in accordance with Attachment A, Section 2.2.

47. Question: Would the State be amenable to discussing a modification to the limitation of liability during contract negotiations?

Response: The MHBE does not intend to make material changes post-award. If the MHBE chooses to amend any of the contract terms, the MHBE will make those amendments prior to award.

48. Question: Would the State consider removing the requirement that the Contractor indemnify the State for a breach of the confidentiality agreement as there are more appropriate damages that the State can pursue other than indemnification?

If not, would the State be amenable to changing the language as follows?
Contractor acknowledges that any failure by the Contractor or the Contractor's Personnel to abide by the terms and conditions of use of the Confidential Information may cause irreparable harm to the State and that monetary damages may be inadequate to compensate the State for such breach. Accordingly, the Contractor agrees that the State may obtain an injunction to prevent the disclosure, copying or improper use of the Confidential Information. The Contractor consents to personal jurisdiction in the Maryland State Courts. The State's rights and remedies hereunder are cumulative and the State expressly reserves any and all rights, remedies, claims and actions that it may have now or in the future to protect the Confidential Information and to seek damages from the Contractor and the Contractor's Personnel for a failure to comply with the requirements of this Agreement. In the event the State suffers any losses, damages, liabilities, expenses, or costs (including, by way of example only, attorneys' fees and disbursements) that directly arise out of or are the result of the negligent acts or omissions or willful misconduct ~~of are attributable, in whole or in part to any failure~~ by the Contractor or any of the Contractor's Personnel in performance of this contract ~~to comply with the requirements of this Agreement,~~ the Contractor shall hold harmless and indemnify the State from and against any such third-party losses, damages, liabilities, expenses, and costs.

Response: At this time, the MHBE does not intend to modify this language.

49. Question: Would state please consider modifying the language as follows as this concern is covered in section 3.9.6?

The Contractor shall maintain Commercial General Liability Insurance with limits sufficient to cover losses resulting from, or arising out of, Contractor action or inaction in the performance of the Contract by the Contractor, its agents, servants, ~~or employees, or subcontractors,~~ but no less than a Combined Single Limit for Bodily Injury, Property Damage, and Personal and Advertising Injury Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.

Response: At this time, the MHBE does not intend to modify this language.

50. Question: Would state please consider modifying the language as follows so that it more consistent with industry standards?



The State shall be listed as an additional insured on the policies with the exception of Worker's Compensation Insurance and Professional Liability Insurance. All insurance policies shall be endorsed to include a clause that requires that the insurance carrier provide the Contract Monitor, by certified mail, not less than 45 days' advance notice of any non-renewal, cancellation, or expiration. ~~In the event the Contract Monitor receives a notice of non-renewal, the Contractor shall provide the Contract Monitor with an insurance policy from another carrier at least 30 days prior to the expiration of the insurance policy then in effect.~~ All insurance policies shall be with a company licensed by the State to do business and to provide such policies.

Response: At this time, the MHBE does not intend to modify this language.

51. Question: Would the State please consider amending RFP Section 3.9.7 to allow for claims for this insurance to be on a "claims made form" to so that the requirement is more consistent with industry standards.

Response: At this time, the MHBE does not intend to modify this language.

52. Question: Would the State please confirm that any revisions to the State IT Security Policy or the MARS-E requirements will be handled as change orders reflecting costs associated with any changes in requirements, procedures, and processes dictated by the State?

Response: The MHBE will not confirm that changes in security policy will reflect a change order to reflect costs. Vendors should carefully review existing State Security Policy and CMS MARS-E policy and make a determination on their own how to proceed with the RFP response.

53. Question: Would the State please confirm that back-office functions that have no access to data may be performed offshore?

Response: Per Amendment 4, all required functions requested within this RFP and its attachments must be conducted in the United States.

54. Question: Would the State please confirm that if the Contractor can ensure that data is encrypted in motion across the corporate boundary that that will meet the State requirements that data is encrypted while it is in transit over networks?

Response: The State will not confirm that at this time.

55. Question: Will the State confirm that the one-hour incident reporting requirement is only enforced during business days during business hours in accordance with industry standard? If more stringent reporting standards are required, can they be clearly specified for turnaround times during nights and weekends?

Response: Yes; one-hour incident reporting is required during business days and hours; this may include weekends and nights during our open enrollment deadline periods.



56. Question: Will the State please define what rises to the level of an attack in RFP Section 3.8.4 Subsection c? Any computer network is probed constantly but unless such a probe rises to the level of a Denial of Service or a Distributed Denial of Service industry standard is to not consider the incident an attack. Can the State define and confirm?

Response: Cyber events of any nature that cause disruption of service, compromise to systems, loss of data or integrity should be reported and considered attacks or incidents.

57. Question: Would the State please confirm that proposers may use their internal background check processes if their internal processes are more stringent than the background check requirements in the RFP?

Response: The proposers must meet the requirements as outlined in the proposal. It is acceptable for the proposer to exceed the requirements.

58. Question: Would the State please confirm that the Privacy Principle of the SOC 2 does not have to be included in the SOC 2 Audit report unless the Contractor would be directly communicating with the State's constituents whose data is in the system, and informing them of their privacy rights?

Response: This RFP is for the consumer service center which by work performed necessitates access to and use of constituents' PII. The proposer's public notice on their website would need to be audited to ensure it meets the privacy principle requirements. Please refer to AIPCA and/or your organization's IT department for further direction.

59. Question: Would the State clarify whether they require a specific drug screen to be completed prior to employment?

Response: Per Attachment C - Contract Affidavit, the winning offeror will affirm that they operate a drug free working environment. The RFP does not specify any specific drug screening process to be completed.

60. Question: Please clarify the expected performance around call answer times during open enrollment: Section 3.2.1.2 refers to a wait time of no longer than "six (6) minutes for 80% of all incoming calls during open enrollment periods", but in Section 3.4.6.1, the Minimum Service Level Required per month is "Nov 1 - Jan 31: 80% within 600 seconds" (10-minutes).

Response: Per Amendment 4, RFP Section 3.4.6.1 has been amended to read 360 rather than 600 seconds.

61. Question: Please clarify the meaning of - 80,000 calls per month- referenced in Cell A11- Total Per Year: is it only to be used in the Total Per Year calculation, or should it also be considered for use in calculating Fixed Unit Price per Call?

Response: Cell A11 should only be utilized when calculating the Total Per Year calculation. As noted, the number 80,000 will only be used by the MHBE for evaluation purposes.



62. Question: Historical call volumes appear to be higher than the 80,000 monthly calls included in the Price Proposal, Attachment F. RFP Section 3.2 includes the statement. “Call volumes stabilized to expected levels beginning in April of 2016.” Barring any major policy/legislative change, does MHBE believe that 80,000 calls per month is what the Contractor should expect on average throughout the life of the contract? Does the 80,000 monthly call estimate include the call volumes for Medicaid Enrollment Choice Counseling and Producer support line?

Response: Per the note listed under “****” in Attachment F, “Please note that this number of calls is for evaluation purposes only and does not represent actual call volume” The Medicaid Enrollment Choice Counseling calls will likely become an extension of the current Medicaid application calls, which are accounted for in the estimate and historical data. Producer Support line volume is not included in the estimate volume. 80,000 monthly calls was cited as an example only.

63. Question: May Contractors submit proposal files in separate emails?

Response: Vendors should ensure that all file/email submissions are appropriately labeled. If email size restrictions prevent offerors from submitting all files in one email, the MHBE will accept multiply, appropriately labeled emails.

64. Question: In Section 3.8 on page 66 of the RFP, subsection c) includes the following sentence: “This Section shall survive expiration or termination of the Contract.”

Since the Contractor awarded the Contract will no longer have a role in operating the system or handling protected data upon the Contract’s expiration or termination, exactly what obligations will survive?

Is the sole purpose of the aforementioned survival language to continue to hold the Contractor responsible for any breach of the Non-Entity Exchange Agreement that occurred during the term of the Contract?

Please clarify the State’s intent and expectations.

Response: The Term specified in the NEEA (see p. 161) pertains to obligations under the NEEA and survives the term of the Contract, if applicable.

65. Question: In the second set of Answers to Questions, Question 10 clarified that the successful offeror will be fully transitioned prior to open enrollment. Section 3.3.1.2 indicates that the contractor will have 90 days for complete verification and transfer of all operations. Please confirm that a compliant Transition-In plan should not include the enrollment broker functions, since the RFP and Question 5 (in answers to question No. 2) indicate that the start date for providing enrollment broker functions outside the transition period starting on January 1, 2018

Response: Please see revised and restated answer to Question #5 from Question-Response Document #2 at the top of the document.

66. Question: Is it the State’s intent that these Cyber Security insurance requirements be “Flowed-down” to subcontracts who may be performing a portion of the work? These insurance amounts are “Cost prohibitive” for small firms.



Response: At this time, MHBE does not intend to modify the insurance language.

67. Question: Would an internal data breach of HIPAA or PII information be covered by other insurance coverages such as “Error/Omissions, etc.?”

Response: A data breach of PII information is not covered by Error and Omissions insurance.

68. Question: Is the 10MB file size limit based on technical limitations? If so, would MHBE accept a proposal via flash drive or CD? The 10MB limitation will limit vendor’s ability to use graphics and tables to improve readability. If you’re able, please let us know the nature of the file size limitation so that we can plan accordingly.

Response: The file size is based on technical limitations. The MHBE expects to receive all proposals via email. As indicated in previous Question-Response documents, the MHBE will accept files that are zipped as well as proposals submitted via multiple, labeled email submissions.

Date Issued: March 17, 2017
Michelle Compton
Procurement Officer

Attachments:

Attachment 1 - Question-Response 3 - Maryland Health Connection IVR Flow
Attachment 2 - Question-Response 3 - Maryland Enrollment Broker IVR Flow