



Request for Quotation

State of West Virginia
Department of Health & Human Resources
Office of Purchasing
One Davis Square, Suite 100
Charleston, WV 25301

RFQ NUMBER
MED13006

PAGE
1

ADDRESS CORRESPONDENCE TO ATTENTION OF
DONNA D. SMITH 304-957-0218

V E N D O R	
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S H I P T O	BUREAU FOR MEDICAL SERVICES 350 CAPITOL STREET, ROOM 251 CHARLESTON, WV 25301-3706
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DATE PRINTED	TERMS OF SALE	SHIP VIA	F.O.B.	FUND

BID OPENING DATE: 6/21/2012 BID OPENING TIME: 1:30 PM

LINE	QUANTITY	UOP	CAT.NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
				ADDENDUM NO. 1		
				1. TO ANSWER VENDOR QUESTIONS (SEE ATTACHED).		
				2. TO PROVIDE A REVISED ATTACHMENT 1: COST SUMMARY BID SHEET (SEE ATTACHED).		
				3. TO MODIFY VARIOUS SECTIONS OF THE RFP PER THE ATTACHED.		
				4. ADDENDUM ACKNOWLEDGEMENT IS ATTACHED. THIS DOCUMENT SHOULD BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SIGN AND RETURN MAY RESULT IN DISQUALIFICATION OF YOUR PROPOSAL.		
				REQUISITION NO.: MED13006		
				ADDENDUM ACKNOWLEDGEMENT		
				I HEREBY ACKNOWLEDGE RECEIPT OF THE FOLLOWING CHECKED ADDENDUM(S) AND HAVE MADE THE NECESSARY REVISIONS TO MY PROPOSAL, PLANS AND/OR SPECIFICATION, ETC.		
				ADDENDUM NO. 'S'		
				NO. 1 _____		
				NO. 2 _____		
				NO. 3 _____		
				NO. 4 _____		
				NO. 5 _____		
				I UNDERSTAND THAT FAILURE TO CONFIRM THE RECEIPT OF THE ADDENDUM(S) MAY BE CAUSE FOR REJECTION OF PROPOSAL.		

SEE REVERSE FOR TERMS AND CONDITIONS

SIGNATURE	TELEPHONE	DATE
TITLE	FEIN	ADDRESS CHANGES TO BE NOTED ABOVE

WHEN RESPONDING TO RFP, INSERT NAME AND ADDRESS IN SPACE ABOVE LABELED "VENDOR"

**GENERAL TERMS & CONDITIONS
PURCHASE ORDER/CONTRACT**

- 1. ACCEPTANCE:** Seller shall be bound by this order and its terms and conditions upon receipt of this order.
- 2. APPLICABLE LAW:** The laws of the State of West Virginia and the BMS Purchasing Manual shall govern all rights and duties under the Contract, including without limitation the validity of this Purchase Order/Contract.
- 3. NON-FUNDING:** All services performed or goods delivered under BMS Purchase Orders/Contracts are to be continued for the terms of the Purchase Order/Contract, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise available for these services or goods, the Purchase Order/Contract becomes void and of no effect after June 30.
- 4. COMPLIANCE:** Seller shall comply with all federal, state and local laws, regulations and ordinance including, but not limited to, the prevailing wage rates of the WV Division of Labor.
- 5. MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
- 6. ASSIGNMENT:** Neither this Order or any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
- 7. WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the BUYER; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
- 8. CANCELLATION:** The director of the DHHR Office of Purchasing may cancel any Purchase Order/Contract upon 30 days written notice to the seller.
- 9. SHIPPING, BILLING & PRICES:** Prices are those stated in this order. No price increase will be accepted without written authority from the Buyer. All goods or services shall be shipped on or before the date specified in the Order.
- 10. LATE PAYMENTS:** Payment may only be made after the delivery of goods or services. Interest may be paid on late payments in accordance with the **West Virginia Code**.
- 11. TAXES:** The State of West Virginia is exempt from the federal and state taxes and will not pay or reimburse such taxes.
- 12. RENEWAL:** Any reference to automatic renewal is hereby deleted. The Contract may be renewed only upon contract null and void, and terminate such contract without further order.
- 13. BANKRUPTCY:** In the event the vendor/contractor files for bankruptcy protection, the State may deem this contract null and void, and terminate such contract without further order.
- 14. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPAA Business Associate Addendum (BAA), approved by the Attorney General, is available online at www.state.wv.us/admin/purchase/vrc/hipaa.htm and is hereby made part of the agreement provided that the Agency meets the definition of a Cover Entity (45 CFR § 160.103) and will be disclosing Protected Health Information (45 CFR § 160.103) to the vendor.
- 15. CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedure, and rules.
- 16. LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirement by any state or local agency of West Virginia, including but not limited to, the West Virginia Secretary of State's Office, the West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.



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BID OPENING DATE: 06/21/12

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LINE	QUANTITY	UOP	CAT.NO.	ITEM NUMBER	UNIT PRICE	AMOUNT
VENDOR MUST CLEARLY UNDERSTAND THAT ANY VERBAL REPRESENTATION MADE OR ASSUMED TO BE MADE DURING ANY ORAL DISCUSSION HELD BETWEEN VENDOR'S REPRESENTATIVES AND ANY STATE PERSONNEL IS NOT BINDING. ONLY THE INFORMATION ISSUED IN WRITING AND ADDED TO THE SPECIFICATIONS BY AN OFFICIAL ADDENDUM IS BINDING.						
				SIGNATURE		
				COMPANY		
				DATE		
END OF ADDENDUM NO. 1						

SEE REVERSE FOR TERMS AND CONDITIONS

SIGNATURE		TELEPHONE	DATE
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- 5. MODIFICATIONS:** This writing is the parties' final expression of intent. No modification of this order shall be binding unless agreed to in writing by the Buyer.
- 6. ASSIGNMENT:** Neither this Order or any monies due, or to become due hereunder may be assigned by the Seller without the Buyer's consent.
- 7. WARRANTY:** The Seller expressly warrants that the goods and/or services covered by this order will: {a} conform to the specifications, drawings, samples or other description furnished or specified by the BUYER; {b} be merchantable and fit for the purpose intended; and/or {c} be free from defect in material and workmanship.
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- 15. CONFIDENTIALITY:** The vendor agrees that he or she will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure in writing or the disclosure is made pursuant to the agency's policies, procedure, and rules.
- 16. LICENSING:** Vendors must be licensed and in good standing in accordance with any and all state and local laws and requirement by any state or local agency of West Virginia, including but not limited to, the West Virginia Secretary of State's Office, the West Virginia Insurance Commission, or any other state agency or political subdivision. Furthermore, the vendor must provide all necessary releases to obtain information to enable the Director or spending unit to verify that the vendor is licensed and in good standing with the above entities.



MED13006 Vendor Q&A

Ref #	RFP Section	RFP Page	RFP Text	Question	BMS Response
1	3.2.1 Proposed West Virginia MMIS	51		Please confirm the following response is still valid from Addendum 1 to RFP MED12011 regarding the reference of not desiring to be a beta test site: “All components of the Vendor’s proposed system do not need to be completely operational and in production for another Medicaid client at the time of proposal submission. Simply stated, Vendors should not propose a system whose core components: major subsystems, and/or applications versions have not been in production previously. BMS reserves the right to determine when the MMIS is operational. All functionality must be in place and working for a production MMIS to be considered operational.”	All components of the Vendor’s proposed system do not need to be completely operational and in production for another Medicaid client at the time of proposal submission. Simply stated, Vendors should not propose a system whose core components, major subsystems, and/or applications versions have not been in production previously. BMS reserves the right to determine when the MMIS is operational.
2	1.10.4.9 <i>Site Visits</i>	13		Is it BMS’ intension to validate the vendor’s proposed transfer system is in production by performing site visits?	No.
3	3.2.1 Proposed West Virginia MMIS	51		The RFP requires a new MMIS solution be bid for compliance. Does this requirement extend to the electronic document management portion of the solution, so that all vendors would be on a level playing field, required to cost a new electronic document management solution as part of the proposal?	No, it does not; document imaging is a subsystem.
4	3.2.1 Proposed West Virginia MMIS	51		Please confirm that the requirement for a new MMIS solution includes all aspects of the MMIS including both the user interface and the batch processing components of the MMIS?	Confirmed.



MED13006 Vendor Q&A

Ref #	RFP Section	RFP Page	RFP Text	Question	BMS Response
5	3.2.3 Project Staffing	55		<p>Please confirm the following response is still valid from Addendum 1 to RFP MED12011 regarding the Key Staff, Continuously Dedicated Staff and Support Staff:</p> <p>“Per Section 3.2.3, Key Staff roles may not be combined or filled by multiple staff members. Furthermore, Section 3.2.3 explicitly states that Continuously Dedicated, Support and Other Staff may not hold other positions concurrently. This would preclude the current vendor from proposing various staff positions and funding them through their current contract. The incumbent vendor would be required to backfill any position included in their current contract for individuals they proposed in the various staffing categories in MED12011.”</p> <p>If this is still valid please update it to read “...The incumbent vendor would be required to backfill any position included in their current contract for individuals they proposed in the various staffing categories in MED13006.”</p>	<p>Per Section 3.2.3, Key Staff roles may not be combined or filled by multiple staff members. Furthermore, Section 3.2.3 explicitly states that Continuously Dedicated, Support and Other Staff may not hold other positions concurrently. This would preclude the current vendor from proposing various staff positions and funding them through their current contract. The incumbent vendor would be required to backfill any position included in their current contract for individuals they proposed in the various staffing categories in MED13006.</p>
6	4.1.8 Staff Capacity, Qualifications and Experience	100		<p>Can the letter of intent for each proposed staff member not currently employed by the Vendor be placed behind the candidates resume and be excluded from the 300 page limit?</p>	<p>Letters of Intent are to be placed in Proposal Section 4.1.8, and may be excluded from the 300 page limit.</p>
7	4.1.12 Special Terms and Conditions	104		<p>Please clarify vendors are permitted to include any additional special terms and conditions in the narrative response to requirement 4.1.12.</p>	<p>Yes.</p>
8	Appendix E; GT.257	E-124		<p>Requirement GT.257 was deleted from Appendix E in RFP MED12011. Should this requirement be deleted from the current RFP MED13006?</p>	<p>Yes. Vendors should disregard Requirement GT.257.</p>
9	Appendix E; GT.259	E-124		<p>Requirement GT.259 was deleted from Appendix E in RFP MED12011. Should this requirement be deleted from the current RFP MED13006?</p>	<p>Yes. Vendors should disregard Requirement GT.259.</p>



MED13006 Vendor Q&A

Ref #	RFP Section	RFP Page	RFP Text	Question	BMS Response
10	Appendix F	F-18		Requirement XVIII. Technical; Security and Privacy #16 states: "Run a penetration test utilizing a tool on a schedule defined by BMS (e.g., every six months) providing logical and physical security assessments." Does BMS intend the vendor to perform a full penetration test every six months? Please clarify what is expected in the penetration test.	The Vendor is to run penetration tests according to a plan developed in collaboration with and agreed upon by the State. The plan should include a testing schedule and define testing activities.
11	Attachment I	109		The number of members has remained static since the first release of the RFP MED 11014. With BMS' recent direction to move more members to managed care, will BMS refresh the number of FFS and MCS members for vendors to use in their PMPM?	Yes, the PMPM's for FFS and MCO members have been updated to reflect the current MCO expansion plans. Please refer to the revised cost bid sheet included in this addendum.
12	General			Are there any agreements between the State of West Virginia and another state regarding the Medicaid system and software licensing in place? Or, shall the vendor assume that the contractual posture of the BMS and the State of West Virginia is as stipulated in the RFP, and there are no additional ancillary agreements with other states or entities that would affect the State of West Virginia's ability to award to a new, separate and distinct vendor?	There are no ancillary agreements in effect that would restrict or limit WV's ability to award to a new, separate or distinct vendor.
13	Appendix E	E-117		Requirements GT.128 – GT.133: Can the state please clarify which contract is responsible for the creation and operational support of the MAR State and Federal reports (e.g. CMS-64, CMS-37 and MSIS files, etc). Is this work the responsibility of the DW/DSS vendor or the MMIS vendor?	The production of MAR federal and state reporting is envisioned to be a shared responsibility between the MMIS and DW/DSS vendor. The MMIS vendor will be responsible for providing operational reports that are produced from non-static or finalized claims data. The MMIS vendor will also be responsible for producing, including but not limited to, the CMS 64 reporting and any reporting necessary to support the various program waivers and completion of the MSIS extracts



MED13006 Vendor Q&A

Ref #	RFP Section	RFP Page	RFP Text	Question	BMS Response
14	2.6.6 New Coding Standards	043	The Vendor is expected to be aware of new coding standards and ensure that the West Virginia MMIS is current in its ability to accept and appropriately employ new standards and requirements as the changes occur. A current example is the planned implementation of ICD-10 on October 1, 2013.	Does the State expect this requirement to reflect the new implementation date of ICD-10, October 1, 2014?	Yes.
15	3.2.1 Proposed West Virginia MMIS	051	The proposed MMIS can incorporate Commercial-Off-The-Shelf (COTS) products, COTS with modifications, "ground-up" design and development, transferred system from another state, transferred system with modifications, or any combination of these approaches. BMS does not desire any solution that requires it to be a "beta test site."	Based on recent CMS instructions, does the Bureau concur that the status of a system is considered operational if the system can adjudicate and pay claims, enroll providers, and enroll members in the production environment for a state? For example, if the provider subsystem is operational but no other functionality in the system is operational and in use by a client, would the system be considered "operational?"	BMS reserves the right to determine when the MMIS is operational. All functionality must be in place and working for a production MMIS to be considered operational.
16	3.2.1 Proposed West Virginia MMIS	051	The proposed MMIS can incorporate Commercial-Off-The-Shelf (COTS) products, COTS with modifications, "ground-up" design and development, transferred system from another state, transferred system with modifications, or any combination of these approaches. BMS does not desire any solution that requires it to be a "beta test site."	Does the State's reference of not desiring to be a beta test site mean that the proposed system must be completely operational and in production for a State Medicaid client at the time of proposal submission?	All components of the Vendor's proposed system do not need to be completely operational and in production for another Medicaid client at the time of proposal submission. Simply stated, Vendors should not propose a system whose core components, major subsystems, and/or applications versions have not been in production previously. BMS reserves the right to determine when the MMIS is operational.



MED13006 Vendor Q&A

Ref #	RFP Section	RFP Page	RFP Text	Question	BMS Response
17	3.2.1 Proposed West Virginia MMIS	051	The proposed MMIS can incorporate Commercial-Off-The-Shelf (COTS) products, COTS with modifications, “ground-up” design and development, transferred system from another state, transferred system with modifications, or any combination of these approaches. BMS does not desire any solution that requires it to be a “beta test site.”	<p>In order to protect the State of West Virginia to meet mandated dates for a timely implementation and reduce risk from a vendor that could attempt to “low bid “ the cost proposal in order to win the business, we request clarification of a fully operational claims system to include the following:</p> <ul style="list-style-type: none">• Fully processing and paying claims as a Medicaid fiscal agent at the time of proposal submission• Producing accurate reports at the time of proposal submission.	Vendors should not propose a system whose core components, major subsystems, and/or applications versions have not been in production previously.



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Ref #	RFP Section	RFP Page	RFP Text	Question	BMS Response
18	3.3.1 Bid and Performance Bonds	098	Bid and Performance Bonds: Non-applicable.	<p>Historical performance on a new MMIS implementation has proven that the RFP-mandated go-live date or the vendor's originally proposed go-live date is extended by an average of 12-24 months. We recommend that a performance bond be required to protect the Department and all constituents of the Medicaid program. A performance bond requirement will reduce the risk of the new contract.</p> <p>Some examples of this requirement have been seen from other states:</p> <ul style="list-style-type: none">• Iowa DDI performance bond 50% of bid price and operational performance bond of 20% of the total operational bid price for five years• New Mexico performance bond in the amount of \$5 million for the duration of the contract• Vermont required a performance bond for the entire contract period in the amount of 15% of the contract value.• Louisiana's performance bond was \$6 million to be renewed annually• North Carolina's performance bond was in the amount of \$25 million• Virginia's performance bond of \$3 million for takeover and \$4.5 million renewed annually for operations <p>Will the State of West Virginia require a performance bond commensurate with the size of this contract?</p>	No, a performance bond will not be required for this solicitation.



MED13006 Vendor Q&A

Ref #	RFP Section	RFP Page	RFP Text	Question	BMS Response
19	2.4.5 GT.129 GT.130 Reporting – 10 System Interfaces	28 E-117	<p>2.4.5 - The State's reporting needs are currently handled by the MMIS through production reporting and the MARS DataMart, a static reporting database designed to produce specific monthly, quarterly, and annual reporting (a listing of current reporting may be found in the Procurement Library). Reports are generated using standard enterprise reporting tools such as Structured Query Language (SQL) queries, Data Transformation Services (DTS) packages, Excel spreadsheets, and Crystal Reports. The reports are generated by authorized users and follow HIPAA compliance policies.</p> <p>BMS plans to implement a Data Warehouse/Decision Support System (DW/DSS) that contains static, reconciled data with full decision support system capability, including System Utilization Review (SUR) reporting; therefore, these services are outside the scope of this solicitation.</p> <p>GT.129 - Ability to produce required Federal and State data sharing, including (but not limited to) the following:</p> <p>GT.130 - Program management reports (formerly known as Management and Administrative Reporting Subsystem (MARS))</p>	<p>The State entered into a purchase order with Thomson Reuters Healthcare Inc on 11/9/11 for DSS/DW services. Please clarify bidder's requirements regarding RFP section 2.4.5 as it appears to conflict with other RFP requirements and the apparent scope of the 11/9/11 purchase order. For instance, Appendix E page 117, requirement numbers GT.129 and GT.130 reads 'the MMIS is to have the ability to product required Federal and State data sharing, including (but not limited) to the following (GT.130) Program Management Reports (formerly known as Management and Administrative Reporting Subsystem (MARS))'.</p> <p>There are other areas within the RFP where DSS/DW requirements appear to be included. Are bidders to include DSS/DW capability and functionality in their technical and price proposals? If the answer is yes, how will the State determine whether the Thomson Reuters or the successful MMIS bidder will be selected to perform this work?</p> <p>This exact question was submitted during the previous procurement (see Q&A #14). The State responded with the following – 'The successful vendor will be responsible for the production of MAR reports that do not rely on static, finalized claims data (e.g. operational reports, pending claims reports, etc) and for providing an extract file for the DW/DSS (per Section 2.5.1.3). Can the State please confirm the response provided during the previous procurement is applicable to this procurement?</p>	<p>Bidders are not to include DW/DSS capability and functionality in their proposals as those services have been separately bid and awarded.</p> <p>The production of MAR federal and state reporting is envisioned to be a shared responsibility between the MMIS and DW/DSS vendor. The MMIS vendor will be responsible for providing operational reports that are produced from non-static or finalized claims data. The MMIS vendor will also be responsible for producing, including but not limited to, the CMS 64 reporting and any reporting necessary to support the various program waivers and completion of the MSIS extract.</p>



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20	3.2.6.3.3	88	Data Conversion Task: The Data Conversion Task should begin early in the life of the Project. Therefore, BMS anticipates this task to overlap with other project Phases. This task includes the timely and accurate conversion of two years of historical and active data elements for operations in the current system needed to meet MMIS requirements unless otherwise specified by BMS.	Please clarify if image conversion is part of the vendor's responsibility. If there is a requirement to convert historical image from the existing (legacy) imaging system, please provide the product name/version # that is used by the current vendor. Also please include the number of images that need to be converted. In addition, if a separate imaging product to utilize to stored electronic reports, please include the product name/version # of that system. Vendors will also need to know how many historical electronic reports need to be converted.	Image conversion is not considered to be within the scope of the Vendor's responsibility.
21	PG.138	E-70	Ability to report according to current and future HEDIS administrative reporting guidelines. (The FFS Program does not currently report on any HEDIS measures).	<p>The State entered into a purchase order with Thomson Reuters Healthcare Inc on 11/9/11 for DSS/DW services.</p> <p>a) Please clarify RFP requirement PG.138 as it appears to conflict with other RFP requirements and the apparent scope of the 11/9/11 purchase order – please reference DSS/DW requirement BSR.PG2.9 (reads 'Ability to report according to current and future HEDIS administrative reporting guidelines').</p> <p>b) Is the MMIS vendor only responsible for supplying the data extracts required for the DSS/DW vendor to support current and future HEDIS administrative reporting guidelines?</p> <p>c) If the MMIS vendor is required to create reports to support requirement PG.138, please clarify if the State is asking for HEDIS measures that are NCQA-certified or measures that are 'HEDIS-like' without NCQA-certification.</p>	<p>a) HEDIS reporting will be the sole responsibility of the DW/DSS vendor.</p> <p>b) The MMIS Vendor will only be responsible for providing the data extract to the DW/DSS vendor to support current and future HEDIS reporting.</p> <p>c) The Vendor should disregard Requirement PG. 138.</p>



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22	Attachment 1 Cost Summary Bid Sheet	112 and 97	<p>Page 97 “As described in Section 4.1.15, the costs of these services will be excluded from the cost bid evaluation scoring. Optional operational drug rebate services will be initiated through an approved Statement of Work.”</p> <p>Page 112 “Total Not to Exceed Cost of Contract</p> <p>[Where Total Not to Exceed Cost of Contract = (Total Phases 1 Costs) + (Total Phases 2a, 2b, and 3 Costs) + (Total Phase 2c Costs) + (Optional Drug Rebate Services “</p> <p>“The cost proposal will be evaluated based on the Total Not to Exceed Cost of Contract. The cost bid should include all anticipated training, travel and related expenses including supplies and general administrative expenses.”</p>	Please confirm that optional drug rebate services are included in the evaluated price.	Per RFP Section 4.1.14.4, optional drug rebate services costs will be considered in the bid evaluation scoring.



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23	Attachment 1 Cost Summary Bid Sheet	112	<p>Total Not to Exceed Cost of Contract</p> <p>Page 112 “Total Not to Exceed Cost of Contract</p> <p>[Where Total Not to Exceed Cost of Contract = (Total Phases 1 Costs) + (Total Phases 2a, 2b, and 3 Costs) + (Total Phase 2c Costs) + (Optional Drug Rebate Services “</p> <p>Note:</p> <p>1. Member months estimates were developed based on the best information available at the time of the solicitation. The member months are to be used for purposes of cost proposal and evaluation only.</p> <p>2. The cost proposal will be evaluated based on the Total Not to Exceed Cost of Contract. The cost bid should include all anticipated training, travel and related expenses including supplies and general administrative expenses.</p> <p>3. The Total Hours referenced in the Optional Drug Rebate Services are for purposes of cost proposal and evaluation only.</p>	Please confirm that the “Total Not to Exceed Cost of Contract” is not a contractual cap and that the contractor will be paid based on actual members /hours in each contract year.	Correct.



MED13006 Vendor Q&A

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24	1.24 and 4.1.12		<p>1.24 Business Continuity and Disaster Recovery</p> <p>As part of the Vendor's proposed services, the Vendor shall supply, maintain and test disaster recovery and/or a business continuity solution. This will include periodic testing of the proposed solution at intervals as agreed upon by BMS during contract negotiation.</p> <p>4.1.12 Special Terms and Conditions</p> <p>Describe any special terms and conditions required to fulfill this contract. The Bureau must be informed of any terms, conditions, and/or limitations of the Vendor prior to entering into contract negotiations.</p>	<p>Contract negotiations are referenced in Parts 1.24 and 4.1.12. Will the Bureau please provide a description of the contract negotiation process to include what RFP Sections are negotiable during the referenced "contract negotiation phase"?</p>	<p>Section 1.24 shall be updated to read as follows:</p> <p>As part of the Vendor's proposed services, the Vendor shall supply, maintain and test disaster recovery and/or a business continuity solution. This will include periodic testing of the proposed solution at intervals as agreed upon by BMS.</p> <p>Section 4.1.12 shall be updated to read as follows:</p> <p>4.1.12 Special Terms and Conditions</p> <p>Describe any special terms and conditions required to fulfill this contract. The Bureau must be informed of any terms, conditions, and/or limitations of the Vendor.</p>



MED13006 Vendor Q&A

Ref #	RFP Section	RFP Page	RFP Text	Question	BMS Response
25	4.1.12	104	<p>Describe any special terms and conditions required to fulfill this contract. The Bureau must be informed of any terms, conditions, and/or limitations of the Vendor prior to entering into contract negotiations.</p> <p>Special Terms and Conditions for MED13006 are limited to Appendix L – Special Terms and Conditions. The Vendor is to complete the form provided in Appendix L and include it with Section 4.1.13 Signed Forms, this is excluded from the three-hundred (300) page limit. The Vendor’s proposal should include a reference to Appendix L in Section 4.1.12 to direct the reader to the appropriate proposal section.</p>	<p>Please confirm that bidders may include any terms and conditions required to fulfill this contract in response to RFP section 4.1.12 and that the sentence that says “Special Terms and Conditions for MED13006 are limited to Appendix L – Special Terms and Conditions” does not preclude bidders from :....including any terms and conditions required to fulfill this contract” in their response to RFP Section 4.1.2.</p>	<p>Correct.</p>



MED13006 Vendor Q&A

Ref #	RFP Section	RFP Page	RFP Text	Question	BMS Response
26	1.21.14 Invoices, Progress Payments, & Retainage	19-20	<p>The Vendor shall submit invoices, in arrears, to the Bureau at the address on the face of the purchase order labeled "Invoice To" pursuant to the terms of the contract. Progress payments may be made at the option of the Bureau on the basis of percentage of work completed if so defined in the final contract. Any provision for progress payments must also include language for a minimum 15% retainage until the final deliverable is accepted.</p> <p>If progress payments are permitted, Vendor is required to identify points in the work plan at which compensation would be appropriate. Progress reports must be submitted to BMS with the invoice detailing progress completed or any deliverables identified. Payment will be made only upon approval of acceptable progress or deliverables as documented in the Vendor's report. Invoices may not be submitted more than once monthly and State law forbids payment of invoices prior to receipt of services.</p>	<p>a) In order to manage risk and lower overall costs, would the State consider a Parent Guarantee in lieu of the 15% retainage?</p> <p>b) If retainage is required, would the State consider reducing the amount retained, not to exceed 5%?</p> <p>c) If retainage is required, would the State consider reducing the amount retained, not to exceed 10%?</p> <p>d) If retainage is required, would the State agree to a quarterly release of retained funds?</p>	<p>a) No.</p> <p>b) No.</p> <p>c) No.</p> <p>d) No.</p>



MED13006 Vendor Q&A

Ref #	RFP Section	RFP Page	RFP Text	Question	BMS Response
27	3.1.21	46	Adhere to the current NCPDP version standards, or the most current HIPAA required version for single drug claims and compound prescriptions.	Will the formal change control procedures in RFP Section 1.21.13 be applicable to new or changed NCPDP version standards, in the same manner as ICD-10, HIPAA v5010 standards, and court ordered services referenced in RFP Sections 3.1.20?	Yes.
28	3.1.37	48	That agreement must, at minimum, provide for release of the source code to the Bureau a) when the owner of the software notifies the Bureau that support or maintenance of the Product will no longer be available; b) if the Vendor fails to provide services pursuant to this contract for a continuous period; or c) appropriate individual(s) from the Bureau have directed the escrow agent to release the deposited source code in accordance with the terms of escrow.	Would the State please elaborate on the meaning of the source code escrow agreement release provision where “c) appropriate individual(s) from the Bureau have directed the escrow agent to release the deposited source code in accordance with the terms of escrow?” Please advise what the actual reason(s) would be for release of the source code?	Software source code for non - COTS MMIS will be required to be placed in escrow. If it is a COTS product, the medium necessary to reinstall that version as part of the MMIS platform must be kept. Any future versions of the same must also be kept and provided upon demand. Possible reasons for release of source code include, but are not limited to, Vendor bankruptcy, termination of contract due to non-performance, etc.
29	3.1.37	49	In the case of a COTS product, the medium necessary to reinstall that version as part of the MMIS platform must be kept. Any future versions of COTS products must also be kept and provided upon demand.	Would the State please confirm that COTS products are not required to be deposited with an escrow agent?	Software source code for non - COTS MMIS will be required to be placed in escrow. If it is a COTS product, the medium necessary to reinstall that version as part of the MMIS platform must be kept. Any future versions of the same must also be kept and provided upon demand. Possible reasons for release of source code include, but are not limited to, Vendor bankruptcy, termination of contract due to non-performance, etc.



MED13006 Vendor Q&A

Ref #	RFP Section	RFP Page	RFP Text	Question	BMS Response
30	Appendix G – Service Level Agreements	G-1		<p>Would the State allow for a 10% cap per year during each year of the contract on the retainage to be withheld for a vendor's failure to meet Service Level Agreements?</p> <p>Would the State also allow for a 10% cap for the entire term of the contract on the retainage to be withheld for a vendor's failure to meet Service Level Agreements?</p>	<p>No.</p> <p>No.</p>
31	Appendix I – MED 96 Agreement Addendum, paragraph 15	I-2	Termination Charges – Any provision requiring the Agency to pay a fixed amount or liquidated damages upon termination of the agreement is hereby deleted. The Agency may only agree to reimburse a Vendor for actual costs incurred or losses sustained during the current fiscal year due to wrongful termination by the Agency prior to the end of any current agreement term.	<p>Would the State please consider adding the following to the contract:</p> <p>The contract may also be terminated by the Bureau with no less than thirty (30) calendar days' prior written notice. For any termination by the Bureau that is not due to the breach or default of Vendor, in addition to the Bureau paying Vendor the contract price for services rendered and goods received through and including the date of termination, the total amount payable to the Vendor shall also include: the recovery of allowable costs incurred or obligated but unbilled as of the date of termination; unamortized costs; costs incurred in the performance of the work terminated, including, but not limited to start-up costs and preparatory expense allocable thereto; the cost of settling and paying termination settlements under terminated subcontracts and leases; accounting, legal, clerical, and other expenses reasonably necessary for the preparation and negotiation of termination settlement proposals and the termination claim; and a fair and reasonable profit on the foregoing costs.</p>	<p>No.</p>
32	Procurement Library			The operations documents that were provided within the procurement library are over a year old. Can we please have an updated flash/dash report and also a MITA report card including the BHHF MITA Report card?	The Bureau deems the materials provided in the Procurement Library to be sufficient for purposes of vendor cost and scope of work estimates. The materials will not be updated.
33	Procurement Library			Will the state provide an updated list of reports? The list on the procurement library is over a year old.	The Bureau deems the materials provided in the Procurement Library to be sufficient for purposes of vendor cost and scope of work estimates. The materials will not be updated.



MED13006 Vendor Q&A

Ref #	RFP Section	RFP Page	RFP Text	Question	BMS Response
34	Sister Agencies			We understand that the BHHF (charity care) is now operational within the MMIS system as of Jan 1, 2012. Is this program in scope for the new MMIS? If so, will the Bureau please provide the claims/encounter volume and other related workload metrics (e.g., number of calls) for this particular program?	Yes. BHHF program supports claims processing and payment for 13 enrolled providers. The average bi-monthly payments are approximately \$450,000. The Bureau does not have any additional approved reports that will provide the additional statistics requested.
35	Procurement Library			The document listed in the Procurement Library subfolder "BMS Program Chart" has not been updated since November 2010. Will the Bureau please provide an updated program chart that lists all of the new programs (such as TBI and BHHF) that have been added since 2010? Can BMS provide any statistics related to these new programs, both current and projected for the next two years (e.g., membership, claims volume, call volume, etc.)?	The Bureau deems the materials provided in the Procurement Library to be sufficient for purposes of vendor cost and scope of work estimates. The materials will not be updated. The Bureau has provided information related to the TBI Waiver program in RFP Section 2.3.2.1.5. As of April 2012, the waiver has one approved member.
36	Appendix G - Service Level Agreements	G-1 through G-12		Right to Retainage Is it BMS' intent that deductions taken for Service Level Agreement failures will be retained by BMS as another form of liquidated damages? If not, is it BMS' intent that these retained amounts will be released to the Contractor upon fixes to any failure?	Imposing retainage does not preclude the Bureau from imposing liquated damages. Per mandatory 3.1.27, the Vendor must agree to forfeit agreed upon retainage if service levels are not achieved.
37	3.2.4	77		The facilities requirements include provision for a mailroom that offers print fulfillment functions. To best meet BMS' needs and fulfill SLAs, our experience suggests that utilization of a high volume print facility is the most reliable approach for print fulfillment. However, building a full print infrastructure to accommodate the WV Medicaid print volume is cost prohibitive. To provide the best service to BMS for the most competitive price, we request that BMS allow vendors to procure print services outside the Charleston vendor facility.	The Charleston vendor facility should include a mailroom. Print services may be procured outside the Charleston vendor facility however; services performed outside the facility should be fully disclosed.



MED13006 Vendor Q&A

Ref #	RFP Section	RFP Page	RFP Text	Question	BMS Response
38	2.6.8, 3.1.20	43, 46		<p>We acknowledge that ACA and related legislation has expanded the scope of work of vendors in multiple areas; however, the specifics of this are unclear. Please clarify the expectations of the FA for the following areas:</p> <ul style="list-style-type: none">1) auditing of meaningful use2) revalidation of providers3) on-site provider audits4) screening and monitoring of providers <p>If the Bureau's intent is to have these areas included, please provide projected workload estimates for these areas.</p>	<ul style="list-style-type: none">1) The FA will not be expected to be responsible for auditing of meaningful use.2) The FA will be responsible for revalidation of providers. As of December 2011, BMS had 25,513 enrolled providers.3) The FA will be responsible for on-site provider audits. As of December 2011, 3,575 providers or 14% of all enrolled providers would be subject to site visit at revalidation.4) The FA will be responsible for screening and monitoring providers. As of December 2011, BMS had 25,513 enrolled providers.
39	Appendix F, IV.1	F-4	"Receive and respond to all Provider enrollment and relations questions."	<p>The following question was submitted under RFP MED12011: "The Dashboard attachment in the procurement library only supplied volume data from 1 week - which includes a holiday. Can the Department provide monthly averages for a full year to include peak daily traffic?" In response to that question, the Bureau stated: "Annual volumes are as follows: Provider Inquiry - 190,327; Provider Enrollment - 28,039." Please confirm that this information is still valid. If no longer valid, please provide the updated data.</p>	<p>The Bureau deems the materials provided in the Procurement Library will to be sufficient for purposes of vendor cost and scope of work estimates. The materials will not be updated.</p>



MED13006 Vendor Q&A

Ref #	RFP Section	RFP Page	RFP Text	Question	BMS Response
40	GT.252	E-124	14. Call Center	The following question was submitted under RFP MED12011: "What are the call volumes for the current call center from Members, Providers and Other Entities, specifically: Calls volumes/day; Peak calls volume/hour; Current Busy Hour Call Completion Rate." In response to that question, the Bureau stated: "Annual call volumes are as follows: Provider Inquiry – 190,327; EDI – 26,592; Pharmacy – 4,063; Provider Enrollment – 28,039; Member Inquiry - 30,394. The remaining metrics requested in this question are not available. BMS did not calculate the other inquiries listed for a year's worth of data." Please confirm that this information is still valid. If no longer valid, please provide the updated data.	The Bureau deems the materials provided in the Procurement Library to be sufficient for purposes of vendor cost and scope of work estimates. The materials will not be updated.
41	2.3.3	25-26	MED12011 (Q&A 58)	The RFP states: "BMS has contracts with a number of business entities to perform specific functions in support of the Medicaid program. These contract relationships include the entities described below." Based on the "entities described below," BMS has 12 contract relationships in place. How many of those contract relationships will this RFP replace?	This RFP will replace the Fiscal Agent vendor only.
42	Appendix F, II.13	F-3	MED12011 (Q&A 68)	The RFP has the requirement to "Perform Member outreach" which includes a requirement for mailings and attendance at Town Hall meetings. Can the Department provide the number of expected town halls? Will postage and printing be cost reimbursed?	No more than twenty (20) town hall meetings will be held per BMS's discretion. Postage costs are a pass through cost. The Vendors will bear the cost of printing.
43	Appendix F, IV.3	F-4	MED12011 (Q&A 70)	The RFP states: "Generate and distribute Provider materials – Enrollment applications, billing instructions, etc." Can we assume these are electronic only – for download? If not, will printing and mailing costs be reimbursed?	Electronic format is preferred; however some provider materials may require printing. The cost for printing is the responsibility of the vendor. Mailing costs will be reimbursed.



MED13006 Vendor Q&A

Ref #	RFP Section	RFP Page	RFP Text	Question	BMS Response
44	Appendix F, Section XIII	F-13	MED12011 (Q&A 77)	How many and which languages need to be supported by the AVR and Customer Service Call Center?	At this time, the Vendor must support English but the Vendor's phone system and Call Center must have the capability to support other languages as mandated by future federal and state regulations and/or laws.
45	PM.31	E-13	MED12011 (Q&A 87)	The RFP states: "Ability to conduct re-verification of currently enrolled Provider, based on BMS-specified conditions. (Specified conditions will be determined during DDI)." Is this requirement related to re-verification of Providers before implementation or an ongoing re-verification post-implementation?	Ongoing re-verification post-implementation.



ATTACHMENT I: COST SUMMARY BID SHEET

Phase 1 Costs (Phase 1. MMIS Replacement DDI)					
Item	Total				
Total Phase 1 Costs (See Appendix C: Deliverables, Milestones and Payments)	\$ _____				
Phases 2a and 2b, and Phase 3 Costs (Phase 2a. Routine Fiscal Agent Operations; Phase 2b. CMS Certification; Phase 3. Close-Out and Turnover)					
Period	Estimated FFS Member Months	Estimated MCO Member Months	FFS PMPM Fee ¹	MCO PMPM Fee ¹	Total ²
Year 1 ³	172,477	165,853	NA ³	NA ³	NA ³
Year 2 ³	162,097	178,318	NA ³	NA ³	NA ³
Year 3 ³	174,545	213,255	\$	\$	\$
Year 4	229,765	215,269	\$	\$	\$
Year 5	231,419	217,313	\$	\$	\$
Year 6	233,063	219,389	\$	\$	\$
Year 7	234,696	221,496	\$	\$	\$
Year 8	236,316	223,636	\$	\$	\$
Year 9	237,925	225,808	\$	\$	\$
Year 10	239,546	228,014	\$	\$	\$
Contingency Year 1	241,177	230,254	\$	\$	\$
Contingency Year 2	242,820	232,528	\$	\$	\$
Total Phases 2a, 2b, & 3 Costs (Sum of Years 1 through 10 Totals + Contingency Years 1 and 2 Totals)	\$ _____				

¹ Vendors are required to submit the PMPM rate in the FFS PMPM Fee and MCO PMPM Fee columns.

² Yearly Total calculated as follows:
(Estimated FFS Member Months * FFS PMPM Fee * 12) + (Estimated MCO Member Months * MCO PMPM Fee * 12)

³ For purposes of proposal and evaluation, all vendors should estimate operations costs for Year 1 and Year 2 at zero dollars (\$0). In order to provide consistent evaluation of all cost bids, vendors should also assume a full year of operating cost beginning at Year 3.



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Phase 2c Costs <i>(Phase 2c. MMIS Modifications and Enhancements)</i>			
Period	(A) All Inclusive Hourly Rate	(B) Maximum Hours	(C) Total <i>(Column A * Column B)</i>
Year 1	\$ _____ / hr		N/A
Year 2	\$ _____ / hr		N/A
Year 3	\$ _____ / hr	25,000	\$
Year 4	\$ _____ / hr	25,000	\$
Year 5	\$ _____ / hr	25,000	\$
Year 6	\$ _____ / hr	25,000	\$
Year 7	\$ _____ / hr	25,000	\$
Year 8	\$ _____ / hr	25,000	\$
Year 9	\$ _____ / hr	25,000	\$
Year 10	\$ _____ / hr	25,000	\$
Contingency Year 1	\$ _____ / hr	25,000	\$
Contingency Year 2	\$ _____ / hr	25,000	\$
Year 3	N/A	N/A	\$ 50,000.00
Year 4	N/A	N/A	\$ 50,000.00
Year 5	N/A	N/A	\$ 50,000.00
Year 6	N/A	N/A	\$ 50,000.00
Year 7	N/A	N/A	\$ 50,000.00
Year 8	N/A	N/A	\$ 50,000.00
Year 9	N/A	N/A	\$ 50,000.00
Year 10	N/A	N/A	\$ 50,000.00
Contingency Year 1	N/A	N/A	\$ 50,000.00
Contingency Year 2	N/A	N/A	\$ 50,000.00
Total Phase 2c Costs <i>(Sum of Years 1 through 10 Totals + Contingency Years 1 and 2 Totals + 50,000 for each year 3 through 10 + 50,000 for Contingency Years 1 and 2)</i>		\$ _____	



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Optional Drug Rebate Services Costs (Refer to Section 3.2.9.2)			
Period	(A) All Inclusive Hourly Rate	(B) Maximum Hours	(C) Total (Column A * Column B)
Program Management Year 1	\$ _____ / hr		N/A
Program Management Year 2	\$ _____ / hr		N/A
Program Management Year 3	\$ _____ / hr	4,500	\$
Program Management Year 4	\$ _____ / hr	4,500	\$
Program Management Year 5	\$ _____ / hr	4,500	\$
Program Management Year 6	\$ _____ / hr	4,500	\$
Program Management Year 7	\$ _____ / hr	4,500	\$
Program Management Year 8	\$ _____ / hr	4,500	\$
Program Management Year 9	\$ _____ / hr	4,500	\$
Program Management Year 10	\$ _____ / hr	4,500	\$
Program Mgt Contingency Year 1	\$ _____ / hr	4,500	\$
Program Mgt Contingency Year 2	\$ _____ / hr	4,500	\$
Accounts Receivable Mgt Year 1	\$ _____ / hr	N/A	N/A
Accounts Receivable Mgt Year 2	\$ _____ / hr	N/A	N/A
Accounts Receivable Mgt Year 3	\$ _____ / hr	4,500	\$
Accounts Receivable Mgt Year 4	\$ _____ / hr	4,500	\$
Accounts Receivable Mgt Year 5	\$ _____ / hr	4,500	\$
Accounts Receivable Mgt Year 6	\$ _____ / hr	4,500	\$
Accounts Receivable Mgt Year 7	\$ _____ / hr	4,500	\$
Accounts Receivable Mgt Year 8	\$ _____ / hr	4,500	\$
Accounts Receivable Mgt Year 9	\$ _____ / hr	4,500	\$
Accounts Receivable Mgt Year 10	\$ _____ / hr	4,500	\$
Accounts Rec Mgt Contingency Year 1	\$ _____ / hr	4,500	\$
Accounts Rec Mgt Contingency Year 2	\$ _____ / hr	4,500	\$
Total Optional Drug Rebate Services	\$ _____		



Total Not to Exceed Cost of Contract	
Total Not to Exceed Cost of Contract <i>[Where Total Not to Exceed Cost of Contract = (Total Phases 1 Costs) + (Total Phases 2a, 2b, and 3 Costs) + (Total Phase 2c Costs) + (Optional Drug Rebate Services]</i>	\$ _____

Note:

1. Member months estimates were developed based on the best information available at the time of the solicitation. The member months are to be used for purposes of cost proposal and evaluation only.
2. The cost proposal will be evaluated based on the Total Not to Exceed Cost of Contract. The cost bid should include all anticipated training, travel and related expenses including supplies and general administrative expenses.
3. The Total Hours referenced in the Optional Drug Rebate Services are for purposes of cost proposal and evaluation only.
4. Vendors **shall not** alter Attachment I, Cost Summary Bid Sheet, in any way without explicit acceptance by the Bureau. The Cost Summary Bid Sheet must be completed and submitted using the form provided. Attachment I will **not** be provided in electronic format (Excel, Word, etc.). The vendor may **not** recreate Attachment I.

Authorized Vendor signature:

Date

If applicable, sign and submit the attached Resident Vendor Preference Certificate with the proposal. The Cost Proposal will be evaluated based on the total phases 2a, 2b, and 3 Costs for the ten base year period plus two additional one year contingency periods submitted on the Cost Summary Bid Sheet.



West Virginia Department of Health and Human Resources

The Bureau for Medical Services

BMS Request For Proposal MED13006

Change to RFP	Current RFP Language Reads	RFP Language Updated to Read
Section 1.24 Business Continuity and Disaster Recovery	As part of the Vendor's proposed services, the Vendor shall supply, maintain and test disaster recovery and/or a business continuity solution. This will include periodic testing of the proposed solution at intervals as agreed upon by BMS during contract negotiation.	As part of the Vendor's proposed services, the Vendor shall supply, maintain and test disaster recovery and/or a business continuity solution. This will include periodic testing of the proposed solution at intervals as agreed upon by BMS.
Section 4.1.12 Special Terms and Conditions	Describe any special terms and conditions required to fulfill this contract. The Bureau must be informed of any terms, conditions, and/or limitations of the Vendor prior to entering into contract negotiations.	Describe any special terms and conditions required to fulfill this contract. The Bureau must be informed of any terms, conditions, and/or limitations of the Vendor.
Appendix E 4. Program Management (PG)	PG.138 Ability to report according to current and future HEDIS administrative reporting guidelines. (The FFS Program does not currently report on any HEDIS measures).	PG.138 Disregard.
Appendix E 7. General and Technical (GT)	GT.257 Ability to use automated repeat call options. GT.259 Ability to use automated message purge function with activity reporting.	GT.257 Disregard. GT.259 Disregard.