## Questions on NM MMISR IV&V RFP #16-630-8000-6000

#	Section	Page	Vendor Question	NM HSD Response
1	Sec. I Intro	1	Regarding: The IV&V Contractor selected for this work will not be allowed to participate as a contractor (primary or subcontractor) on any of the modules associated with the MMISR project.	Yes, the IV&V Contractor is excluded from all call center involvement, as well as from involvement with other MMIS components. This includes the consolidated call center envisioned as part of the Unified Public Interface module.
			Can the State clarify if this statement excludes all HSD call center involvement?	
2	Section 1 A	1	Will the successful Offeror be precluded from any other IV&V services on planned HSD Projects (e.g., CECS Replacement)?	The successful Offeror will not be precluded from providing IV&V services on other planned HSD projects.
3	Purpose of this Request for Proposals	1	"The IV&V Contractor selected for this work will not be allowed to participate as a contractor (primary or subcontractor) on any of the modules associated with the MMISR project." Are any contractors precluded from being awarded this IV&V contract as either a prime or a subcontractor?	The PMO Contractor and Subcontractors are precluded from participating as the IV&V contractor. Any subcontractor to the IV&V Contractor would be precluded from bidding on any part of the MMIS framework.
4	Intro and Scope of Work	1	1. How many staff are in the MMISR PMO (not including the combined CSESR)? 2. How many are external consultants/contractors versus State staff? 3. Who is the primary State-employed Project Manager, and 4. Is there a State-employed Deputy PM?	The level of staffing will vary over the life of the project. HSD utilizes a combination of state and contractor staff, some of which are full time and some part time. The vendor should propose staffing it believes necessary to meet deliverable and SOW requirements.
5	Intro	1	Are there other locations HSD anticipates the IV&V team may need/want to visit?	HSD anticipates that the IV&V team may want to visit HSD field offices, MMISR vendor offices, external stakeholder offices and the PMO office. Work will primarily occur in Santa Fe. The IV&V team will not be required to travel out of state in the event an awarded BPO vendor is located there.
6	various	1, 37, 39, 73	There a number of references to IV&V staff being located onsite in Santa Fe. We understand the importance of ongoing, consistent, in-person interactions between IV&V staff and other project stakeholders. However, in our experience an appropriate level of interaction and	HSD is open to staffing models that do not require all IV&V staff to be present onsite in Santa Fe 100% of the time.

			accountability can be accomplished more cost effectively without requiring IV&V staff to be onsite 100% of the time. Is HSD open to staffing models that do not require all IV&V staff to be present onsite in Santa Fe 100% of the time?	
7	MMISR Project Vision	2	We understand that HSD's goal is to operate Medicaid functions at MITA Level 4 in all business and technical areas. 1. What is the target timeframe the state has set to meet this goal? 2. Does it coincide with implementation of MMISR components, or one to two years later as business operations improvements can be further realized?	It is HSD's goal to meet the MITA level 4 requirements as soon as possible after implementation.
8	Sec. I C Contractor Role	4	Is it accurate to assume that the IV&V Contractor services do not extend beyond module certification? As a result, will IV&V for Operations and Maintenance added to the scope through amendment when the work requirements are known?	The IV&V work continues into the Maintenance and Operations (M&O) phase only through the required CMS Certification process (to completion of Certification).
9	Section I c	6	Has the State estimated the total State staffing/position requirements for the MMISR?	The State has not estimated the total State staffing/position requirements for the MMISR.
10	1G. Contract Performan ce Period and Scope	11	<ul> <li>This section indicates that HSD intends to award a time and materials agreement with not-to-exceed limits.</li> <li>Appendix B-Cost Response supports this statement.</li> <li>However, there are a number of RFP sections in Appendix</li> <li>G-Sample Contract that indicate a "deliverables based" contract including: <ul> <li>Article 3-Compensation. A. Compensation Schedule; B. Payment; and D. Retainage. (pages 98-100)</li> <li>Exhibit A-Scope of Work (pages 134-142)</li> </ul> </li> <li>Please confirm that this will be a time and materials contract.</li> </ul>	The State will execute a time and materials contract for the IV&V services.
11	IV&V Contractor Responsibil ities	12	To assist with scoping, please confirm expectations regarding the other State enterprise partner agencies we should anticipate being involved in the project. a. HSD = enterprise system owner b. HSD/MAD = business owner c. HSD/ITD = technology owner	The RFP makes clear that the MMISR (all modules, systems and processes) will serve the larger HHS Enterprise, which includes all partners noted and as allowed by CMS. Other state agencies and stakeholders who may connect to (and benefit from) the Enterprise may emerge during the course of the project, and all project participants should

			<ul> <li>d. Dept of Health (DOH)</li> <li>e. Administrative Services Division (ASD)</li> <li>f. Office of the General Counsel (OGC)</li> <li>g. Income Support Division (ISD)</li> <li>h. Children, Youth and Families Dept (CYFD)</li> <li>i. Behavioral Health Services Division (BHSD)</li> <li>j. Aging and Long Term Services Division (ALTSD)</li> <li>k. Office of Inspector General (OIG)</li> <li>l. State Records Center and Archives</li> <li>m. Child Support Enforcement Division (CSED)</li> <li>n. Other?</li> </ul>	be flexible enough to respond to and incorporate those stakeholder needs in the MMISR project. While all of the listed organizations have a relationship to the HHS 2020 framework, we anticipate the IV&V Contractor activities will be concentrated on interaction with core HSD organizations (MAD, ITD), and vendors working on implementing the MMISR solution.
12	Procureme nt Library	15	The provided link to the CMS Presentation on IV&V Services Requirements in MMISR Projects is incorrect. Please provide the correct link.	The correct link is: <u>https://drive.google.com/folderview?id=0B6UvtKFKfoclb2</u> <u>ZzOE9JbzhuMXc&amp;usp=sharing&amp;tid=0B6UvtKFKfoclanJEOX</u> <u>VKVUVMeFE</u> then select "Tuesday_IVV_CMS" (Independent Verification & Validation).
13	Sequence of Events	17	Our interpretation is that the estimated contract start date for IV&V services would be mid-April to early May 2016. Is this consistent with the State's expectations?	It is the state's expectation that the contract start date will be mid-April to early May 2016. This will depend on various factors, including contract negotiation and review, and is subject to change, including an earlier start date if reviews occur sooner than expected.
14	33. No resources provided	28	The requirement for the IV&V team to provide its own work space seems contrary to HSD's objectives to have the IV&V contractor act as a proactive mentor. We believe that having the IV&V team collocated with the MMISR project team greatly improves the efficiency and effectiveness of both teams. Can HSD reconsider the requirement that the IV&V contractor provide their own work space?	An amendment will be issued to change this. The State will provide office space in Santa Fe for up to four IV&V staff for the life of the contract. Workstations will not be provided. Additional office space required will be at the expense of the IV&V contractor.
15	General Requireme nts; Contractor Key Project Personnel	28, 73	The RFP states, "NM HSD will not provide the IV&V Contractor with supplies, clerical support, computers, hardware, work space and/or other resources related to fulfilling the IV&V Contract. The State will provide the IV&V Contractor access to its MMIS system and to other MMISR contractors as needed for the IV&V work." The RFP also states, "All Key Project Personnel will work on site in New Mexico" and " the IV&V Project Manager	An amendment will be issued to change this. The State will provide office space in Santa Fe for up to four IV&V staff for the life of the contract. Workstations will not be provided. Additional office space required will be at the expense of the IV&V contractor. Meetings can be held as needed at HSD offices.

21	V. 1. b) 4	37	Is HSD requesting that RFP respondents submit multiple	Respondents should submit a staffing model and a Key
	and Apdx G, C.			provided. Additional office space required will be at the expense of the IV&V contractor.
	Response,		own?	staff for the life of the contract. Workstations will not be
	Technical	39, 68	onsite or will the successful Offeror need to provide their	will provide office space in Santa Fe for up to four IV&V
20	V. A. 2.	37,	Is there available office space the State will provide	An amendment will be issued to change this. The State
	Experience			
	nal			written for a similarly scoped project.
	Organizatio		this requirement?	close out document that the proposing vendor would have
19	V. A. 1.	37	Please clarify the term "final evaluation" in relation to	The final evaluation from another state refers to a final
	Specificatio ns		report, project plan, and final evaluation, would the State accept redacted versions of these documents?	
18	Mandatory	37	If we do not have access to a publicly available IV&V	Duplicate – see question #17.
	Organizatio nal Experience		IV&V deliverables without written approval. Will the state accept redacted copies of these IV&V deliverables?	IV&V deliverables. Redaction should only be applied to client identification information.
17	1	37	Most of our contracts with states do not allow release of	listed in section II.C.16. The state will accept redacted copies of these reference
			and approved by the State prior to the IV&V Vendor start date will not be formally reviewed?	the RFP as well as section IV for further clarification. At a minimum the IV&V vendor must review PMO deliverables
	30 00		can we assume that deliverables that have been received	all reporting requirements. Please see sections II.B & C. of
10	SOW	21	deliverables are included in the IV&V SOW. Additionally	The State expects the IV&V Contractor to propose an efficient approach to reviews and deliverables that meets
16	Sec. III	31	Is it the State's expectation that the selected IV&V firm will have an office location in Santa Fe and, if so, should we anticipate holding meetings with State team members at that office? Can the State clarify if all contracted PMO vendor	The State expects the IV/8// Contractor to propose an
			<ol> <li>Will temporary common space be provided while the IV&amp;V team members are onsite, including table top surface, chair, electric power, and Wi-Fi access?</li> </ol>	
			<ol> <li>Can the State reconcile the apparent discrepancy between the statement that no work space will be provided and the requirement for Key Project Personnel to be onsite in New Mexico?</li> </ol>	
			must be full-time and dedicated solely to the New Mexico MMISR IV&V project unless the Contractor provides alternative solutions that meet State's approval."	

			staffing models?	Personnel model, combined or separate.
22	Technical Response	39	Regarding incentive payments, is this related to the IV&V services or is the State looking for recommended incentive payment structures that relate to the MMISR procurements? If the former, please describe payment incentives that may be beneficial to both the State and the offeror for a project of this nature.	The request for ideas related to payment incentives in this section is for the IV&V work by the IV&V Contractor, should you have any to suggest. These ideas should be limited to methodology and not include actual dollar amounts.
23	V Response Specificatio ns	39	Does the Human Services Department want the payment incentives in Binder 1?	Payment incentive ideas are part of the Technical response and should be in Binder 1. These ideas should be limited to methodology and not include actual dollar amounts.
24	Other Requireme nts	40	In addition to references for IV&V services, would the State accept references for non-IV&V services contracts that demonstrate our experience with large-scale systems planning and implementation projects?	The state will accept relevant references for non-IV&V services in addition to the requirements stated in the RFP.
25	V. C. 4) Performan ce Surety Bond	41	Is the Performance Bond standard contract language that is negotiable (not necessarily required) or is it likely this is a strict, "must have" requirement of the successful Offeror?	A performance bond will not be required for this procurement.
26	Appendix B Cost Response	48	Does HSD have an estimated Annual NTE Cap and Total Contract (life-of-the-project) Cap?	The State does not have an estimated annual not-to- exceed cap or total contract cap at this time.
27	Appendix B #1	48	We assume by "personnel costs" HSD means the cost we will charge per hour for the services provided by a person in a particular labor category. Is this correct?	The assumption is correct and personnel costs must include including New Mexico Gross Receipts Tax (NMGRT).
28	Appendix B #1	48	Since our resource costs increase each year the "table showing all personnel costs by staffing category" will contain a separate column for each year in the "life-of- project" plus each of the extension years. Is this permissible?	An amendment will be issued providing a cost proposal sheet that clarifies and will include requested pricing for extension years.
29	Appendix B #2	48	For the purposes of this Cost Response we will be providing a total cost budget by year and labor category for four years. Is this correct? If so how and when will the second and third extension year be priced?	An amendment will be issued providing a cost proposal sheet that clarifies and will include requested pricing for extension years.
30	Apdx B – Cost Response	48	Should the Offeror include or exclude New Mexico gross receipts tax from the costs to be submitted in Appendix B?	The offeror must include New Mexico gross receipts tax in all responses in Appendix B.

31	B. MMIS Procureme nt Strategy	60	Since strategy is still not finalized, it is difficult to articulate what services or approach might be required by NM. (1) Have any decisions on the final strategy been made? (2) Or (sic) there any other updates to the overall project that we should be aware of? (3) Is this requirement to ensure that all separate vendors work cooperatively with each other and manage their own contract with NM or rather is it a requirement that they provide contract management for other vendors?	<ol> <li>The strategy as outlined in the RFP and SOW is the most current version, although subject to change.</li> <li>There are no new updates to the overall project at this time.</li> <li>We are requiring all vendors to work cooperatively and each vendor to manage their own contract with NM.</li> </ol>
32	Section V A	63	Have all outsourced business areas (i.e., quality assurance, financial services) been identified in the RFP?	Outsourced business areas have been identified, but are subject to change.
33	Appendix G, Section C	64	Can the State provide any updates to the MMISR Procurement Schedule as documented in Section C?	There are no updates at this time. It is likely the Integration Platform procurement schedule will be delayed due to required approvals.
34	MMISR Procureme nt Schedule	64	Do you anticipate the timing of the procurements for Integration Platform and Data Services will allow for the IV&V team to participate in planning and procurement for those services?	Depending on the RFP schedules, the IV&V team may participate in procurement of the Integration Platform services with regard to reviewing proposals, and may participate in planning and procurement of Data Services.
35	MMISR Procureme nt Schedule	64	Would the State please provide an updated schedule (Table G-1) to help proposers in building their IV&V schedules?	The presented schedule is the most current version.
36	3 Provide independe nt guidance	65	Our understanding of the theme of the MMISR is for NM to achieve significant increases in maturity levels based on the MITA 3.0 SS-A. If the objectives are to achieve these advances in maturity, the current users' practices and business needs may need to advance in maturity also. This section seems to imply that the MMISR will need to be responsive to needs as defined in the As-Is state as opposed to striving to meet the proposed To-Be state. Please clarify.	The intention is for the MMISR to have the functional capabilities for MITA Level 4. HSD Medicaid business practices will be restructured to that level as well. In addition the BPO modules of the solution will include this maturity level.
37	B Objectives 2 Maintain/S ecure Funding	65	The title of these sections could be taken to imply that the IV&V Vendor is responsible to maintain/secure Federal Funding. Is that the intent of this section? If not please clarify the role of the IV&V Contractor relative to CMS funding.	The IV&V Contractor is not responsible for securing federal funding, but for ensuring that the MMISR is in compliance with CMS requirements so the State can secure maximum federal funding levels. The IV&V will be expected to provide documents relevant and necessary for documenting certification readiness and regulatory

				compliance.
38	Appendix G, Section C.1-21	66-71	Will the State accept cross-referencing between the Mandatory Specifications on pages 36-39 and Appendix G, items 1-21?	The State does not want Offerors to provide a line-by-line response to appendix G, but rather that they provide a response that insightfully shows us how they would deliver all the work laid out in Appendix G in the most cost effective and valuable manner possible using their methodologies, tools, approaches and experience.
39	C IV&V Contractor Expectatio ns	67	Does the state expect the IV&V Contractor to perform and manage the activities in this list or to review the reports on the activities provided by the MMISR Contractors?	The state expects the IV&V contractor to review the work on the activities provided by the MMISR contractors which may include reports, work plans and work in process.
40	IV&V Contractor Expectatio ns	68	Will the selected IV&V team have access to legacy MMIS, State and Fiscal Agent staff as well as new MMIS components and Vendor/State operations staff?	The selected IV&V team will have access to all staff listed.
41	C IV&V Contractor Expectatio ns	68	Does the State know how often it would like the IV&V Contractor to be on site?	Please refer Section III.B. of the RFP. The vendor response should address intentions in this regard.
42	Section II, C	70	Can the State clarify what level of review is intended for the IV&V Oversight in the "code walkthrough" and associated deliverable (page 78)?	The IV&V vendor will be required to create a code review checklist (e.g., coding conventions, modularly, redundant/duplicate code, global variables, encoded output, error trapping, invalid parameter handling, documentation, testable code, unit tests exist, array checking, etc.) in conjunction with the state that will be used against a sample of code developed by vendors over the engagement lifecycle. The review will not include BPO code. It will include ESB configurations, interface and report code, data warehouse and associated data analytic configurations, code and implementation scripts. The proposer's response to the RFP should be at the level of review they believe is appropriate.
43		Page 71 and 77	"The IV&V Contractor shall review each MMISR project- related request for proposals (RFP) to validate its quality, completeness, inclusion of State and Federal goals and objectives, accurate reflection of the State's MITA goals and plans, and validity of procurement approach." Can	The assumption is correct. If an RFP has been released but not yet awarded, the IV&V Contractor would be required to review the RFP and provide feedback to the State.

			we assume that, if RFP responses have been already received by the State prior to IV&V start, the IV&V contractor will not review these RFPs?	
44	IV IV&V Deliverable s	75	Does the State require approval from its Federal partners as a prerequisite for state approval of an IV&V deliverable for payment? Obtaining Federal approval can be a time consuming process. Having to obtain Federal approval on all IV&V deliverables would create a cash-flow problem for most IV&V Contractors.	IV&V Contractor contract deliverables do not require Federal approval nor do the State's payment to the vendor. The State's review of a deliverable could include Federal partner review where applicable.
45	Apdx G, SOW, IV Deliverable s, and Apdx I, Sample Contract, 3C	75, 101	Does HSD expect to apply the Business Day Period Acceptance period in Appendix I, Sample Contract, Clause, Article 3.C. to all IV&V deliverables including the Weekly IV&V Reports.	HSD does expect to apply the business day period acceptance to all deliverables including the weekly IV&V reports.
46	Appendix G	76	Will the weekly, monthly and interim report deliverables be submitted simultaneously to NM DoIT (DoIT NM IVV (IVANDV.REPORTS@state.nm.us) for review?	The deliverables will be submitted simultaneously to NM DoIT.
47	Appendix G, Section IV	77	Can the State identify approximately how many Interim reports are expected over the engagement lifecycle (six procurements)?	The State expects the IV&V Contractor to propose an efficient approach to reviews and deliverables that meets all reporting requirements. Please see page 65, section II.B and C of the RFP as well as page 75 for further clarification.
48	Apdx I Sample contract	91	What is the intended procurement/contract vehicle for this opportunity (e.g., State MSA Price Agreement)?	The intended procurement vehicle for this opportunity is a negotiated contract per the RFP.
49	Apdx I, Sample Contract 3D Retainage	100	<ul> <li>Please clarify whether HSD plans to apply the retainage. If so, please describe:</li> <li>A. How the retainage will be administered given that this is not a deliverables-based agreement. Will HSD consider release of retainage at designated key points (e.g., milestones) during the contract period instead?</li> <li>B. What % retainage should we anticipate?</li> <li>C. If HSD does intend to tie retainage to deliverables, please clarify what is meant by "final deliverable". In this</li> </ul>	<ul> <li>A. HSD will consider release of retainage at designated key points during the contract period.</li> <li>B. Offerors should expect a 10% retainage on this contract.</li> <li>C. Final deliverable is the last project closeout deliverable that the IV&amp;V contractor will submit and the state has accepted and approved.</li> </ul>

50	Appendix I Sample Contract, Article 3.E Performan ce Bond	100	context does final deliverable refer to an individual deliverable in its final form (i.e., accepted and approved by HSD) or the last of a series of deliverables prepared by the IV&V contractor? Please clarify whether HSD intends to require a performance bond for this IV&V contract. If so, what is the expected dollar value of the performance bond or % of the bid price required?	A performance bond will not be required for this procurement.
51	Appendix I Sample Contract, Article 6- Terminatio n, D. Liability Article 7- Terminatio n Manageme nt, A.5	103, 104	Article 6.D. Liability clause indicates that "HSD's sole liability upon termination shall be to pay for acceptable work performed prior to the Contractor's receipt or issuance of a notice of termination". However, Article 7, A.5 indicates that "HSD is liable only for costs of Deliverables Accepted prior to the termination of the Agreement". Please confirm that HSD intends to execute a time and materials contract and that upon termination HSD would pay for acceptable work vs. completed deliverables.	The State intends to execute a time-and-materials contract, which would be paid on acceptable work measured by the acceptable completion of agreed-upon deliverables.
52	Appendix I Sample Contract, Article 8 Indemnific ation, Section A	105	Would the state please add the underlined, or similar, language to clarify the indemnification does not apply to solely to actions, omissions or directions of HSD? The Contractor shall defend, indemnify and hold harmless the HSD, the State of New Mexico and its employees from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of the performance of this Agreement, caused by the negligent act or failure to act of the Contractor, its officers, employees, servants, subcontractors or agents, during the time when the Contractor, its officer, agent, employee, servant or subcontractor thereof has or is performing Services pursuant to this Agreement. <u>This</u> provision shall not apply to liability of any nature arising	Appendix I is a "sample" State Contract. It is possible that changes can be made, but that is not guaranteed at this time. The Offeror can request revisions in Terms and Conditions (such as those noted) as part of their Proposal (see Section II C, numbers 15, 16 & 17 on pages 23 & 24), which will be considered during the evaluation of proposals and included in contract negotiations with the finalist/awardee. Several State legal departments will have to approve changes to the State contract, so we cannot guarantee the revision or inclusion of that language at this time.

53	Appendix I Sample Contract, Article 24- Records and Audit, Section B.	114	<ul> <li>solely from HSD's failure to meet its duties under this Contract or solely from any actions or omissions undertaken in compliance with HSD's directions or requests.</li> <li>As a non-profit entity with multiple federal awards way in excess of the \$750,000 threshold stated in 2 CFR 200, we already have an annual audit that meet the requirement set forth in this CFR. Will this audit meet the requirements of this clause provided this resulting contract is included on the "Schedule of Expenditures of Federal Awards" included in the audit report?</li> </ul>	This audit would meet the requirements.
54	Appendix I Sample Contract, Article 28- Severability , Merger, Scope, Order of Precedenc e, Section B	118	Will the RFP and "answers to questions" be included in the order of precedence?	The RFP will be included in the order of precedence. The 'answers to questions' will not be included in the order of precedence.
55	BAA- Section 3- Notificatio n, item a	148	In order to allow for the gathering of accurate and adequate information will HSD consider modifying the reporting timeframe in this section to be seven (7) business days?	HSD will not consider this change.
56	BAA Section 5- Term and Terminatio n, item b.	150	In order to allow for the retention on PHI related to administrative or legal functions of the Business Associate would HSD please add the language underlined in this section? <u>Disposition of PHI upon Termination.</u> Upon termination of this Agreement and BAA for any reason, Business Associate shall return or destroy all PHI in its possession, and shall retain no copies of the, <u>PHI except for copies</u> <u>related to permitted uses outlined in section 3.a above</u>	Appendix I is a "sample" State Contract. It is possible that changes can be made, but that is not guaranteed at this time. The Offeror can request revisions in Terms and Conditions (such as those noted) as part of their Proposal (see Section II C, numbers 15, 16 & 17 on pages 23 & 24), which will be considered during the evaluation of proposals and included in contract negotiations with the finalist/awardee. Several State legal departments will have to approve changes to the State contract, so we cannot guarantee the revision or inclusion of that language at this

				time.
57	BAA Section 7- Miscellane ous, item C	151	Business Associates work under numerous covered entity BAAs and incorporating specific and variable changes from a variety of covered entities could prove costly and unmanageable. We believe we know our operations best and need to be involved in determining what changes need to be made while complying with all regulatory requirements. Will HSD consider the following change?	See previous answer #56.
			<u>Change in Law.</u> In the event there are subsequent changes or clarifications of statutes, regulations or rules relating to this Agreement, the Department shall notify Business Associate of any actions it reasonably deems necessary to comply with such changes, and	
			Business Associate shall promptly take such actions. the parties will review the changes and negotiate any necessary revisions to this Business Associate Agreement	
58	General		in order to comply with the regulatory changes. Does the State expect the IV&V Contractor to deliver "separate" weekly, monthly and interim reporting deliverables for each procurement area / module? Or is the IV&V Contractor expected to deliver "combined" weekly, monthly and interim reporting deliverables?	The State expects the IV&V Contractor to propose an efficient approach that meets all reporting requirements. Please see page 65, section II.B & C of the RFP as well as page 75 for further clarification.
59	General		Will the State be meeting with vendors after the IV&V award to allow vendors to provide comments on the vision for modularity described in the IV&V Services for MMISR Project RFP? The State is embarking on a new approach to MMIS services that have never been implemented before. To ensure success with its MMIS procurement strategy, we encourage the State to provide a forum for vendors to provide feedback on its approach prior to issuing other MMISR RFPs.	The State has met with vendors prior to release of this RFP and anticipates an opportunity for further comment at a later point.