

RFP #2024-TPL-01
Third Party Liability Services
Proposer Questions and Agency Answers
4/09/2024

Question ID:	1
Date Question Asked:	3/19/24
Question:	Will the Agency please provide the number of consecutive years that its current TPL vendor has been providing those services to the State?
Section Number:	I. Background
RFP Page Number:	7
Agency Answer:	The Agency's current TPL contractor has been providing services since 01/01/2010.

Question ID:	2
Date Question Asked:	3/19/24
Question:	<p>From 2013 to 2017, the Agency was moving towards a transition to Regional Care Organizations but discontinued the transition in late 2017.</p> <p>Will the Agency please confirm that another attempt to transition away from Fee for Service (FFS) will not occur before 2029?</p> <p>If no, would the Agency renegotiate TPL contingency fees with its Contractor if a significant number of plan recipients are transitioned out of FFS?</p>
Section Number:	I. Background
RFP Page Number:	7
Agency Answer:	<p>No. Renegotiation of contingency fees will not be necessary regardless of whether Medicaid transitions away from fee for service or not. The plan for the Regional Care Organizations was that the State would retain the ability to identify and recover from other TPL's. Under the Alabama Coordinated Health Network (ACHN), participating providers are paid fee for service. The Agency cannot confirm what will or will not occur before 2029. Similarly, the Agency cannot speculate as to what adjustments would or could be made if there was a transition away from FFS.</p>

Question ID:	3
Date Question Asked:	3/19/24
Question:	<p>The RFP requirement states "The Project Director, Team Leader(s), and Project Team Members must work from this office and be 100% designated to Alabama Medicaid projects..."</p> <p>Will the State please clarify if this indicates 100% of the work described must be performed solely in the Montgomery office or if a hybrid work model would be permitted?</p>
Section Number:	II. General Vendor Requirements
RFP Page Number:	8
Agency Answer:	<p>Yes. This is a mandatory requirement for the Project Director, Team Leader(s), and Project Team Members. They must work in the Montgomery office and be dedicated to Alabama TPL. Support staff, performing data match processing, insurance recovery duties, credit balance audits, long term care audits, and special needs trust work may be located outside of the Montgomery office.</p>

Question ID:	4
Date Question Asked:	3/19/24
Question:	<p>The RFP requirement states "Routine and scheduled data matching with top commercial insurance carriers, including pharmacy benefit managers (PBMs)."</p> <p>Our understanding is the MMIS provides the State with commercial insurance and pharmacy coverage for the following carriers: Blue Cross Blue Shield of Alabama and their prescription drug coverage through Prime Therapeutics, Federal Blue Cross, United American Insurance Company, Southland National Insurance Company, and Southland Benefits Solutions.</p> <p>Will the State please confirm the TPL vendor should exclude these Carriers from insurance policy delivery in order to not duplicate the MMIS efforts?</p>
Section Number:	II. General Vendor Requirements Section A. Identification of Health Insurance Coverage
RFP Page Number:	10
Agency Answer:	The TPL contractor shall exclude Blue Cross Blue Shield of Alabama and their prescription drug coverage through Prime Therapeutics, Federal Blue Cross, United American Insurance Company, Southland National Insurance Company, and Southland Benefits Solutions.
Question ID:	5
Date Question Asked:	3/19/24
Question:	What is the State's definition of 'top commercial insurance carriers'? Is there a specific list or quantity of Carriers needed?
Section Number:	II. General Vendor Requirements Section A. Identification of Health Insurance Coverage
RFP Page Number:	10
Agency Answer:	A specific list or quantity of carriers is not needed. See Amendment I.

Question ID:	6
Date Question Asked:	3/19/24
Question:	Does the State expect for bidders to disclose a listing of all carriers who cover Alabama lives, including out of state carriers, who are currently a part of the bidder's current network or will be on Day 1 of the new contract?
Section Number:	II. General Vendor Requirements Section A. Identification of Health Insurance Coverage
RFP Page Number:	10
Agency Answer:	Bidders are not required to provide a listing of carriers covering Alabama lives.
Question ID:	7
Date Question Asked:	3/19/24
Question:	<p>The RFP requirement states "Vendor will perform supplemental billing, augmenting current Medicaid MMIS processes."</p> <p>Our understanding is the MMIS bills and recovers from the following carriers: Blue Cross Blue Shield of Alabama and their prescription drug coverage through Prime Therapeutics, Federal Blue Cross, United American Insurance Company, Southland National Insurance Company, and Southland Benefits Solutions.</p> <p>Will the State please confirm the TPL vendor should perform supplemental billing to these Carriers only after ensuring the MMIS efforts are not duplicated?</p>
Section Number:	II. General Vendor Requirements Section F. Recovery Billings, Rebillings, and Recoupments Not Performed by the MMIS System
RFP Page Number:	12
Agency Answer:	The TPL contractor shall perform supplemental billing to Blue Cross Blue Shield of Alabama and their prescription drug coverage through Prime Therapeutics, Federal Blue Cross, United American Insurance Company, Southland National Insurance Company, and Southland Benefits Solutions only after MMIS efforts are not duplicated.

Question ID:	8
Date Question Asked:	3/19/24
Question:	<p>According to BlueCross BlueShield of Alabama's website, this Carrier covers approximately 2.8 million people which is an estimated 55% of the total Alabama population, according to the census.</p> <p>Please confirm this is one of the Carriers excluded from TPL identification and only supplemental for the Billings.</p>
Section Number:	II. General Vendor Requirements Section A. Identification of Health Insurance Coverage
RFP Page Number:	10
Agency Answer:	Yes. Blue Cross Blue Shield of Alabama is excluded from TPL identification and is only eligible for supplemental billings.
Question ID:	9
Date Question Asked:	3/19/24
Question:	Is the Agency's MMIS vendor responsible for the primary recovery for any of the following types of third parties: Medicare A, B, C (Advantage) or D?
Section Number:	II. General Vendor Requirements Section F. Recovery Billings, Rebillings, and Recoupments Not Performed by the MMIS System
RFP Page Number:	12
Agency Answer:	The Agency's MMIS vendor is responsible for the primary recovery of Medicare A, B, C, and D.

Question ID:	10
Date Question Asked:	3/19/24
Question:	Will the Agency guarantee that no additional carriers or services will be transferred to the MMIS vendor during the duration of the TPL services contract?
Section Number:	II. General Vendor Requirements Section F. Recovery Billings, Rebillings, and Recoupments Not Performed by the MMIS System
RFP Page Number:	12
Agency Answer:	The Agency reserves the right to perform recovery billing with the MMIS vendor based on efficiency, cost effectiveness, and improved outcomes.
Question ID:	11
Date Question Asked:	3/19/24
Question:	Will the Agency please confirm that Credit Balance Audits can be performed by staff not physically located in the local office?
Section Number:	II. General Vendor Requirements Section E. Credit Balance Audits
RFP Page Number:	12
Agency Answer:	Credit Balance Audits may be performed by staff outside of the local office.
Question ID:	12
Date Question Asked:	3/19/24
Question:	Will the Agency please confirm that Long Term Care Audits can be performed by staff not physically located in the local office?
Section Number:	II. General Vendor Requirements Section I. Long Term Care (LTC) Audits
RFP Page Number:	13
Agency Answer:	Long Term Care Audits may be performed by staff outside of the local office.

Question ID:	13
Date Question Asked:	3/19/24
Question:	Will the Agency please confirm that Special Needs Trusts work can be performed by staff not physically located in the local office?
Section Number:	II.General Vendor Requirements Section D. Special Needs Trusts (SNTs)
RFP Page Number:	12
Agency Answer:	Special Needs Trust work may be performed by staff outside of the local office.
Question ID:	14
Date Question Asked:	3/19/24
Question:	CMS had mandated that each Medicaid program have a method to repay any wrap-around costs. Does Alabama already have a method for processing these payments?
Section Number:	II. General Vendor Requirements Section H. Health Insurance Premium Payments
RFP Page Number:	13
Agency Answer:	Alabama has established a plan for repaying wrap-around costs.
Question ID:	15
Date Question Asked:	3/19/24
Question:	Will the Agency please confirm that the one (1) business day response time applies solely to telephone call inquiries?
Section Number:	II. General Vendor Requirements Section O. Performance Guarantees
RFP Page Number:	19
Agency Answer:	A timely response for phone calls and inquiries is within one (1) business day.

Question ID:	16
Date Question Asked:	3/19/24
Question:	<p>For which of the following scopes of services is it acceptable for the prime bidder (excluding subcontractors) to not have experience or provide references?</p> <ul style="list-style-type: none"> -Identification of Health Insurance Coverage (including Medical Support Enforcement) -Casualty Recovery -Special Needs Trusts (SNTs) -Credit Balance Audits (CBA) -Recovery Billings, Rebillings, and Recoupments (including TPL Follow-Up Unit) -Health Insurance Premium Payment (HIPP) -Long Term Care (LTC) Audits
Section Number:	VI. Corporate Background and References
RFP Page Number:	27
Agency Answer:	<p>Section VIII. Evaluation and Selection Process, E. Scoring states that the Evaluation Committee will score the proposals using the scoring system shown in the table provided. Lack of experience and/or a failure to provide references will be reviewed and/or scored in accordance with the terms of the RFP.</p>

Question ID:	17
Date Question Asked:	3/19/24
Question:	<p>The RFP requirement states "Furnish three (3) references for projects of similar size and scope, including contact name, title, telephone number, and address. Performance references should also include contract type, size, and duration of services rendered."</p> <p>Should the reference include the following for each scope?</p> <ol style="list-style-type: none"> 1. Medicaid Agency 2. Duration of services provided 3. Results by service: <ol style="list-style-type: none"> a. Identification of Health Insurance Coverage (including Medical Support Enforcement): Most recent state fiscal year (SFY) policies identified b. Casualty Recovery: Most recent state fiscal year (SFY) recoveries c. Special Needs Trusts (SNTs): Most recent state fiscal year (SFY) recoveries d. Credit Balance Audits (CBA): Most recent state fiscal year (SFY) recoveries e. Recovery Billings, Rebillings, and Recoupments (including TPL Follow-Up Unit): Most recent state fiscal year (SFY) recoveries f. Health Insurance Premium Payment (HIPP): Active cases at the close of the most recent state fiscal year (SFY) g. Long Term Care (LTC) Audits: Most recent state fiscal year (SFY) recoveries
Section Number:	VI. Corporate Background and References
RFP Page Number:	27
Agency Answer:	References should include a list of all Medicaid agencies or other entities for which the contractor currently performs similar work. Performance references should include the contract type, size, and duration of services rendered.

Question ID:	18
Date Question Asked:	3/19/24
Question:	<p>The SNT scope includes outreach to identify trusts, review of trust documents for compliance, follow-up with trustees, and the annual monitoring of SNT expenditures and recoveries. However, the Cost Proposal form (RFP Appendix C) only allows for the entry of a fee for the accounting reviews.</p> <p>Will the Agency please confirm if the Contractor should roll all of the trust work steps under the pricing for accounting reviews? Or does the Agency plan to realign the pricing with the scope of work (i.e., annual fee for trust reviews and accounting reviews, contingency fee for recoveries, combination, etc.)?</p>
Section Number:	Appendix C. Cost Proposal
RFP Page Number:	60
Agency Answer:	The contractor should include all trust work steps under the pricing for annual accounting reviews. No contingency fee will be paid to the contractor, by the Agency, for Special Needs Trust (SNT) recoveries.
Question ID:	19
Date Question Asked:	3/19/24
Question:	Please confirm there is a possibility for the State to finalize and implement its MES modularity strategy during the next five (5) years?
Section Number:	I. Background
RFP Page Number:	7
Agency Answer:	This question is outside of the scope of this procurement.

Question ID:	20
Date Question Asked:	3/19/24
Question:	<p>The RFP requirement states, in bold text, “Do not enter any cost information in the Technical Proposal.” However, the RFP Cover Page has a location for the Contractor to insert its “Firm and Fixed Price.”</p> <p>Will the Agency please confirm that it is acceptable for the Contractor to insert “Please see separately submitted Cost Proposal” in the location on the RFP Cover Page that requires the entry of the Firm and Fixed Price?</p>
Section Number:	N. Requirements of Proposals
RFP Page Number:	18
Agency Answer:	See Amendment 1.
Question ID:	21
Date Question Asked:	3/19/24
Question:	Will there be any performance guarantees or damages for vendors recovering less than historical recoveries?
Section Number:	O. Performance Guarantees
RFP Page Number:	22
Agency Answer:	No.

Question ID:	22
Date Question Asked:	3/19/24
Question:	<p>New text request.</p> <p>Will the Agency please insert the following language to the beginning of this Section to apply to the entirety of the Performance Guarantees section:</p> <p>“Single Incident: If a single incident results in the failure of Contractor to meet more than one (1) Performance Guarantee, the Agency shall have the right to select any one of such multiple deficiencies or defaults for which it will be entitled to receive a penalty. The Agency shall not be entitled to a separate penalty for each of such performance guarantee deficiency or default. For purposes of this metric a “Single Incident” means the occurrence of something that results in an unplanned interruption to or a quality reduction of a service. Additionally, in instances where the Guarantee and Penalty section below contains both a withhold of payment of invoiced amounts penalty and a separate monetary penalty, the Agency must choose one of the two and shall not impose both penalties for the same deficiency. In any instance where the invoiced payment for the contingency or other fee is withheld, upon Contractor rectifying the deficiency, the withheld amounts shall be paid.”</p>
Section Number:	O. Performance Guarantees
RFP Page Number:	19
Agency Answer:	No. The Agency will not insert the suggested language.

Question ID:	23
Date Question Asked:	3/19/24
Question:	<p>If the Agency will not agree to add the blanket limiting language above, please clarify if the Agency intends to impose two separate penalties for the same deficiency – i.e., impose the \$500 per every thirty calendar days as well as withhold 50% of the invoiced amount?</p> <p>If that is the intent, will the Agency please modify the language to state that rather than a withhold, payment will be suspended pending Contractor’s compliance?</p>
Section Number:	O. Performance Guarantees
RFP Page Number:	19
Agency Answer:	The \$500 penalty is required. However, the language will allow for some discretion on the part of the Agency in terms of whether or not it withholds the contingency fee.
Question ID:	24
Date Question Asked:	3/19/24
Question:	<p>If the Agency will not agree to add the blanket limiting language above, please clarify if the Agency intends to impose two separate penalties for the same deficiency – i.e., impose the \$500 per every thirty calendar days as well as withhold 50% of the invoiced amount?</p> <p>If that is the intent, will the Agency please modify the language to state that rather than a withhold, payment will be suspended pending Contractor’s compliance?</p>
Section Number:	O. Performance Guarantees
RFP Page Number:	23
Agency Answer:	The \$500 penalty is required. However, the language will allow for some discretion on the part of the Agency in terms of whether or not it withholds the contingency fee.

Question ID:	25
Date Question Asked:	3/19/24
Question:	In addition to the request above to add language requiring the Agency to choose one remedy for a deficiency, will the Agency please insert a cap on the penalty imposed with a limit of \$10,000?
Section Number:	O. Performance Guarantees
RFP Page Number:	23
Agency Answer:	No. The Agency will not insert a cap on the penalty imposed.
Question ID:	26
Date Question Asked:	3/19/24
Question:	<p>Will the Agency please modify the text at the end of this subsection so that the Contractor is properly compensated for services performed up to the date of expiration or termination for convenience of the Contract?</p> <p>“Medicaid may terminate performance of work under the Contract in whole or in part whenever, for any reason, Medicaid, in its sole discretion determines that such termination is in the best interest of the State. In the even that Medicaid elects to terminate the contract pursuant to this provision, it shall so notify the Contractor by certified or registered mail, return receipt requested. The termination shall be effective as of the date specified in the notice. In such event, Contractor will be entitled only to payment for all work satisfactorily completed and for reasonable, documented costs incurred in good faith for work in progress. The Contractor will not be entitled to payment for uncompleted work. For a period of 180 days after a termination for convenience, Contractor shall be permitted to continue to invoice for and be paid the appropriate fee for recoveries received resulting from work performed by Contractor prior to the end date of the Contract.”</p>
Section Number:	IX. General Terms and Conditions
RFP Page Number:	36
Agency Answer:	No. The Agency will not insert the suggested language.

Question ID:	27
Date Question Asked:	3/19/24
Question:	<p>Will the Agency please modify the text at the end of this subsection so that the Contractor is properly compensated for services performed up to the date of expiration or termination for convenience of the Contract?</p> <p>"Contractor shall submit to Medicaid a detailed monthly invoice for compensation for the deliverable and/or work performed. Invoices should be submitted to the Project Director. Payments are dependent upon successful completion and acceptance of described work and delivery of required documentation. For a period of 180 days after the expiration or other termination date of the Contract, Contractor shall be permitted to continue to invoice and be paid the appropriate fee for recoveries received resulting from work performed by Contractor prior to the end date of the Contract."</p>
Section Number:	IX. General Terms and Conditions
RFP Page Number:	39
Agency Answer:	No. The Agency will not insert the suggested language.

Question ID:	28
Date Question Asked:	3/19/24
Question:	<p>Will the Agency please modify this section to provide for a minimum of thirty (30) days to cure the default as in our suggested language?</p> <p>"Medicaid may, by written notice, terminate performance under the contract, in whole or in part, for failure of Contractor to perform any of the contract provisions. In the event Contractor defaults in the performance of any of Contractor's material duties and obligations, written notice shall be given to Contractor specifying default. Contractor shall have 30 calendar days, or such additional time as agreed to in writing by Medicaid, after the mailing of such notice to cure any default. In the event Contractor does not cure a default within 30 calendar days, or such additional time allowed by Medicaid, Medicaid may, at its option, notify Contractor in writing that performance under the contract is terminated and proceed to seek appropriate relief from Contractor."</p>
Section Number:	IX. General Terms and Conditions
RFP Page Number:	35
Agency Answer:	No. The Agency will not insert the suggested language.

Question ID:	29
Date Question Asked:	3/19/24
Question:	Will the Agency please add a limitation of liability provision in an amount to be agreed upon by the parties after contract award, and that may also include a super-cap for certain items such as breach of confidentiality and exclude others such as damages due to bodily injury and death. Additionally, will the Agency please consider the addition of a provision that neither party is liable for indirect, incidental, punitive, special, incidental, exemplary or consequential damages, including loss of use, lost profits, good will or loss of or damage to data or information, of any kind, in connection with or arising out of this Contract?
Section Number:	IX. General Terms and Conditions
RFP Page Number:	33
Agency Answer:	No. The Agency will not agree to limit liability.
Question ID:	30
Date Question Asked:	3/19/24
Question:	“Medicaid requires a Vendor who will provide a Project Team comprised of staff exclusively dedicated to the Alabama TPL Program.” Is this a mandatory requirement or would Alabama Medicaid consider a team of experienced staff leveraged across similar TPL programs?
Section Number:	Section II. General Vendor Requirements: Staffing Required
RFP Page Number:	(page 8 of 60)
Agency Answer:	Yes. This is a mandatory requirement for the Project Director, Team Leader(s), and Project Team Members. They must work in the Montgomery office and be dedicated to Alabama TPL. Support staff, performing data match processing, insurance recovery duties, credit balance audits, long term care audits, and special needs trust work may be located outside of the Montgomery office.

Question ID:	31
Date Question Asked:	3/19/24
Question:	“The Team Leader(s) must work in the Montgomery office and will be responsible for day-to-day operations including the productivity of Project Team Members as follows...” Is this a mandatory requirement or would Alabama Medicaid consider remote Team Leaders for this RFP?
Section Number:	Section II. General Vendor Requirements: B. Team Leader
RFP Page Number:	(page 8 of 60)
Agency Answer:	Yes. This is a mandatory requirement for the Project Director, Team Leader(s), and Project Team Members. They must work in the Montgomery office and be dedicated to Alabama TPL. Support staff, performing data match processing, insurance recovery duties, credit balance audits, long term care audits, and special needs trust work may be located outside of the Montgomery office.
Question ID:	32
Date Question Asked:	3/19/24
Question:	“The Contractor must maintain a non-residential business office within the city limits of Montgomery, AL for each term of this contract. The Project Director, Team Leader(s), and Project Team Members must work from this office and be 100% designated to Alabama Medicaid projects...” Is this a mandatory requirement or would Alabama Medicaid consider a remote team of qualified staff for this RFP?
Section Number:	Section K: Contractor Responsibilities After Award Item 2.
RFP Page Number:	(page 13 of 60)
Agency Answer:	Yes. This is a mandatory requirement for the Project Director, Team Leader(s), and Project Team Members. They must work in the Montgomery office and be dedicated to Alabama TPL. Support staff, performing data match processing, insurance recovery duties, credit balance audits, long term care audits, and special needs trust work may be located outside of the Montgomery office.

Question ID:	33
Date Question Asked:	3/19/24
Question:	“The proposal must be accompanied by the RFP Cover Sheet signed in ink by an individual authorized to legally bind the Vendor.” Would Alabama Medicaid accept DocuSign electronic signatures as binding signatures?
Section Number:	Section VII. Submission Requirements Item H. Vendor’s Signature
RFP Page Number:	(page 30 of 60)
Agency Answer:	No.
Question ID:	34
Date Question Asked:	3/19/24
Question:	a. Can we put the proposal in our company format if it is verbatim from the RFP and includes the cover, all forms, and required attachments?
Section Number:	General Proposal Format
RFP Page Number:	N/A
Agency Answer:	No.

Question ID:	35
Date Question Asked:	3/19/24
Question:	<ol style="list-style-type: none"> a. The procurement states that Credit Balance audits may be done via on-site and desk reviews. What percent of credit balance audits performed in 2023 were conducted on-site vs remote? b. Is the Agency supportive of performing 100% of credit balance audits as remote/desk reviews? c. Are there any facilities which are permitted to only support on-site credit balance vs desk reviews? d. How many providers were engaged in credit balance audit in 2023? e. How many dollars from credit balance audits were recovered in 2023?
Section Number:	General Contract Information Regarding Section E. Credit Balance Audits
RFP Page Number:	(Page 12 of 60)
Agency Answer:	In FY 2023, 100% of credit balance audits were performed remotely by the contractor. This is acceptable for the future contract as we have had no concerns with providers regarding this process. 140 audits were conducted with many of the facilities being audited more than once based on findings. \$666,582.79 were recovered.
Question ID:	36
Date Question Asked:	3/19/24
Question:	<ol style="list-style-type: none"> a. How many providers were engaged in LTC audit in 2023? b. How many dollars from LTC audits were recovered in 2023? c. How many LTC claims were identified to contain payment errors in 2023?
Section Number:	General Contract Information Regarding Section I. Long Term Care (LTC)
RFP Page Number:	(Page 13 of 60)
Agency Answer:	In FY2023, the contractor audited 24 facilities and \$196,375.08 was recovered. We did not pay per claim, but rather at a fixed rate per facility.

Question ID:	37
Date Question Asked:	3/19/24
Question:	<ul style="list-style-type: none"> a. How many dollars from TPL “Third Party Insurance” were recovered in 2023? b. How many dollars from TPL “Subrogation” were recovered in 2023? c. How many active TPL records were added via data matching in 2023?
Section Number:	General Contract Information Regarding TPL
RFP Page Number:	
Agency Answer:	In FY2023, the contractor recovered \$24,104,778.75 from Third Party Insurance billings, \$5,038,488.20 was recovered from Subrogation, and 127,320 policies were added.