



Amendment # 1
IFB Question and Answer Document
IFB # 20250627
Pre-Admission Screening and Resident Reviews (PASRR)
July 28, 2025

Question #	IFB Section #	IFB Page #	Question	DOM Response
1	1.1; 2.4.2.1	13; 38	If a change in applicable law impacts Bidder's pricing or services, such as a required change to accessibility or minimum wage laws, for example, does DOM intend to allow Bidder to submit a change order request, subject to the approval of the State?	Please see IFB Section 4.1.4.
2	1.3	5	According to the volumes listed in the IFB, the total preadmission and status change cases were completed as Clinical Reviews of Level I Screens. How many of the 414 Level II screens completed in SFY 2023 were preadmission and how many were status changes?	DOM does not have data that captures the total number of preadmissions and the total number of status changes. Our current report captures the total number of level II screens.
3	1.3	5	How many of the 323 Level II screens completed in SFY 2024 were preadmission and how many were status changes?	DOM does not have data that captures the total number of preadmissions and the total number of status changes. Our current report captures the total number of level II screens.
4	1.3	6	The data table shows that there are 202 Medicaid Certified Nursing Facilities. Is DOM able to share the locations of these Nursing Facilities?	Yes. DOM can provide the locations of the 202 Medicaid Certified Nursing Facilities. See the Attachment 1 - Listing of the Medicaid Certified Nursing Facilities.



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5	1.7	9	Table 2 Bid Submission Format lists Attachment B: Addendum 3 - Additional Support Documentation as not required, but also shows that it must be completed for submission. Can DOM clarify if Bidders need to provide anything in response to Addendum 3?	Addendum 3 – Additional Support Documentation is not required for submission. Bidders are not obligated to submit anything in response to Addendum 3 unless they choose to include supplemental documentation.
6	1.7.1	9	Is there a limit on the file size that can be uploaded to the SharePoint site?	The file size is not limited in the SharePoint site.
7	1.7.1, Attachment A	9, 71	IFB Section 17.1 states that submittal files should be named "IFB #20250627, BIDDER'S NAME, PASRR". Attachment A - Bid Cover Sheet says files should be named "BIDDER'S NAME HERE - PASRR". Can DOM please clarify the naming convention Bidders should use for submittal files?	The Bid Submission document should be uploaded in PDF format in SharePoint using the file name: IFB #20250627, BIDDER'S NAME, PASRR
8	1.7.1	10	Does the requirement to end each element with "[END OF RESPONSE]" and begin the next element on a new page apply only to the third-level numbered headings (for example, 2.1.3) or to the fourth-level numbered requirements within a section (for example, 2.1.3.1) or lower? If lower, please specify the level of requirement that needs the "[END OF RESPONSE]" tag.	Only responses provided for 1.12.2 (Minimum Qualifications) and 1.12.3 (Capability to Provide Services) will require the "End of Response" notation. These responses will need to be completed down the fifth level (example: 1.12.2 (1)(a)).
9	1.12.2	13-14	The IFB says that Bidders "shall provide reference contacts from at least three (3) business clients from the projects list required in (1b) above in Attachment G, References." However, during the optional pre-bid conference, it was stated that Bidders must provide reference contacts for all clients listed as part of 1b.	References from three (3) business clients from the projects list required in (1b) are to be provided using the form on Attachment G, References. Bidder may submit as many reference contacts as desired by submitting additional copies of Attachment G. Reference contacts shall be contacted randomly until two



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			Can DOM please confirm that Bidders should follow the instructions in the IFB?	(2) references identified as meeting the (1b) minimum qualifications have been contacted and Reference Survey Score Sheets are completed.
10	1.12.3	15	IFB Section 1.12.3 Capability to Provide Services states that "For a bid to be deemed Responsible, Bidder shall provide written descriptions that clearly demonstrate its capability to meet the requirements as outlined in Section 2: Scope of Services" but Section 2 is Project Overview. Should the correct reference be "Section 2.1 Scope of Services"?	Yes, Section 2.1 Scope of Services.
11	2.1.3.3	19	Please confirm if it is the state's intention to ensure that all LII's are completed prior to nursing facility admission?	Under 42 CFR §483.102 (a), the PASRR process applies to all Medicaid-certified nursing facility (NF) applicants, regardless of the source of payment for the NF services, and regardless of the individual's or resident's known diagnoses. Therefore, a Level II evaluation must be completed for all such applicants who meet NF level of care requirements, and who have been identified as having suspected mental illness (MI) and/or intellectual disability (ID) by the Level I preadmission screening process. Level II's do not have to be completed prior to nursing facility admission.
12	2.1.1, 2.1.3	18, 19	Please clarify what documents are required from the provider to complete a Level I clinical review. Please also clarify what documents are required from the provider to complete a Level II assessment.	For the Level I clinical review , providers are required to submit all relevant clinical and demographic information available at the time of admission, including medical records, prior



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				<p>assessments, and any documentation that supports initial screening determinations.</p> <p>For the Level II assessment, a more comprehensive set of documentation is required, including but not limited to the individual's complete medical history, psychological evaluations, social history, and any other pertinent information necessary to conduct a thorough clinical review and determination of specialized service needs.</p>
13	2.1.1, 2.1.3	18, 19	Please confirm that these required Level I/Level II referral documents are uploaded to the eLTSS by the providers.	Yes.
14	2.1.1, 2.1.3	18, 19	Please clarify how the Contractor will receive notification of and access to these Level I/Level II referral documents.	The contractor will have access to eLTSS to be able to receive notification of the referral documents.
15	2.1.1, 2.1.3	18, 19	Please confirm that the providers are responsible for uploading all required referral documents to eLTSS.	Yes.
16	2.1.3	19	Section 2.1.3.1 states that initial Level II screenings will be face-to-face, but section 2.1.3.7 does not mention this requirement. Please clarify if status change Level II screenings are required to be completed face-to-face.	The level II screenings can be completed in person or via video conferencing.
17	2.1.3	19	How many of the 323 Level II screens completed in SFY 2024 included recommendations for specialized services?	186



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18	2.1.3	19	How many of the 414 Level II screens completed in SFY 2023 included recommendations for specialized services?	190
19	2.1.3	19	How many of the 323 Level II screens completed in SFY 2024 included recommendations for specialized rehabilitative services?	None.
20	2.1.3	19	How many of the 414 Level II screens completed in SFY 2023 included recommendations for specialized rehabilitative services?	None.
21	2.1.3	19	Please specify how many residents received follow-up monitoring in SFY 2023 and in SFY 2024.	FY2023 (203) FY2024 (176)
22	2.1.3	19	Please specify, on average, how often residents received follow-up monitoring in SFY 2023 and in SFY 2024.	DOM was not provided this information.
23	2.1.3	19	Please specify how many times and/or how often the Contractor will provide follow-up services for a resident receiving services.	The contractor does not provide follow-up services. However, the contractor is required to complete follow-up reviews quarterly to ensure that specialized and rehabilitative services are being provided by the facility in accordance with recommendations.
24	2.1.3.1 and 2.1.6.1	19, 50	For liquidated damages in 2.1.3.1, please confirm the timeframe assessed: 2 days for the initial face-to-face or 7 days to complete in its entirety, or both.	Both.
25	2.1.3.4	19	Please clarify how the State defines a Qualified Mental Health Professional (QMHP) for the purposes of this IFB. Specifically, we request the State's official definition of a QMHP, including a list of acceptable educational and licensure qualifications that would	Please refer to Part 206, Chapter 3 of the Division of Medicaid Administrative Code. https://medicaid.ms.gov/providers/administrative-code/

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			<p>meet the QMHP standard.</p> <p>Whether individuals such as Licensed Clinical Social Workers (LCSWs), Licensed Professional Counselors (LPCs), or individuals with Master’s degrees in behavioral health fields (for example, psychology, social work, counseling) but without licensure are considered to meet the QMHP criteria.</p> <p>This clarification will assist in ensuring compliance with the IFB staffing requirements and in identifying appropriately qualified personnel for PASRR Level II assessments.</p>	
26	2.1.3.4	19	<p>Please clarify how the State defines a Qualified Intellectual Disabilities Professional (QIDP) for the purposes of this IFB. Specifically, we request the State’s official definition of a QIDP, including a list of acceptable educational backgrounds and work experience requirements for QIDP designation.</p> <p>Whether individuals with degrees in human services fields (for example, psychology, social work, special education, rehabilitation counseling) who have at least one year of experience working with individuals with intellectual or developmental disabilities are considered to meet the QIDP qualifications.</p> <p>This clarification will support accurate staffing and compliance with Level II evaluation requirements</p>	<p>For the purposes of this IFB, a Qualified Intellectual Disabilities Professional (QIDP) is defined in alignment with federal PASRR regulations and state requirements. A QIDP is an individual who:</p> <ul style="list-style-type: none"> • Possesses at least a bachelor’s degree in a human services field (e.g., psychology, social work, special education, rehabilitation counseling, or a related field), and • Has a minimum of one year of experience working directly with individuals with intellectual or developmental disabilities.



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			under PASRR guidelines.	Therefore, individuals with degrees in human services fields who meet the one-year experience requirement with this population are considered to meet the QIDP qualifications for PASRR Level II evaluations.
27	2.1.3.11	20	The IFB states that the Contractor is responsible for performing quality reviews and follow-ups to ensure that the appropriate services are being provided. In this context, clarify if the term "services" specifically means "specialized services."	Yes, in this context, the term "services" refers to specialized rehabilitative services as defined under federal PASRR regulations and Medicaid requirements. The Contractor's quality reviews and follow-ups should ensure that individuals identified through the PASRR process are receiving the specialized rehabilitative services outlined in their evaluation and care plan.
28	2.1.3.11	20	The IFB states that the Contractor is responsible for performing quality reviews and follow-ups to ensure that the appropriate services are being provided. In this context, clarify if the term "services" means "specialized rehabilitative services."	Yes, in this context, the term "services" refers to specialized rehabilitative services as defined under federal PASRR regulations and Medicaid requirements. The Contractor's quality reviews and follow-ups should ensure that individuals identified through the PASRR process are receiving the specialized rehabilitative services outlined in their evaluation and care plan.



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29	2.1.3.12	20	IFB Section 2.1.3.12 states: "The Clinical Review of Level I screenings and the completion of Level II Screenings shall involve the individual being evaluated, the individual's legal and/or designated representative; and the individual's family (if they are available and the individual's legal and/or designated representative agrees to family participation)." Please clarify that the involvement of these individuals is only required during the Level II and not for Level I.	DOM confirms that the involvement of the individual being evaluated, their legal and/or designated representative, and family members (when available and with appropriate consent) is not required, but is recommended during the Clinical Review of Level II Screenings and for Level I screenings.
30	2.1.3.14	20	<p>The IFB indicates the nursing facility level of care determination is released to the MS Department of Mental Health to determine what services an individual may need. The information is then entered into the State's eLTSS Case Management System and made available for the nursing home facility to access.</p> <p>Please clarify if the Contractor or DMH enters these service determinations into the eLTSS system. If it is the Contractor, how is the Contractor notified of the determination? Would DMH be open to providing this information to the Contractor within the Contractor's web-based system?</p>	<p>The nursing facility level of care determination and related service information are entered into the State's eLTSS Case Management System by the Mississippi Department of Mental Health (DMH). The Contractor is not responsible for entering this data.</p> <p>Notification of the determination to the Contractor is managed through established communication protocols between DOM and the Contractor, ensuring timely access to relevant information.</p> <p>Regarding integration of this information into the Contractor's web-based system, DOM will review this request and consider collaboration with DMH to facilitate information sharing that supports Contractor operations while maintaining data security and privacy standards.</p>

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31	2.1.3.20; 2.1.3.21	21	Is DOM willing to negotiate reasonable, mutually acceptable Intellectual Property (IP) provisions to clarify any licensing rights Bidder utilizes in the delivery of services?	<p>No; however, DOM may offer alternative language (which will not be negotiable) as an amendment to the solicitation to address proprietary intellectual property.</p> <p>See Amendment #2 for the addition of Subsection 4.43 in Section 4.0 Terms and Conditions</p>
32	2.1.3.20; 2.1.3.21	21	<p>Is DOM willing to negotiate reasonable, mutually acceptable Intellectual Property (IP) provisions to clarify Bidder's ownership and control of its pre-existing and/or independently developed IP?</p> <p>For example, would DOM add the following language or similar to the RFP to clarify intellectual property rights?</p> <p>Contractor is and shall remain the owner of all rights, title and interest in and to any pre-existing or concurrently developed Proprietary Tools (which include but are not limited to software, applications, and algorithms), including all copyright, patent, trademark, trade secret and all other proprietary rights thereto arising under federal and state law, and no license or other right to the Proprietary Tools is granted or otherwise implied. Any right that DOM may have with respect to the Proprietary Tools shall arise only pursuant to a separate written agreement between the parties.</p>	<p>No; however, DOM may offer alternative language (which will not be negotiable) as an amendment to the solicitation to address proprietary intellectual property.</p> <p>See Amendment #2 for the addition of Subsection 4.43 in Section 4.0 Terms and Conditions</p>



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33	2.1.3.27	22	Related to the SSO, is the identity provider publicly accessible?	The SSO site is publicly accessible, but users must have credentials (username/password) set up to login.
34	2.1.3.27	22	Does the State support OpenID Connect (OIDC)?	Yes, the eLTSS system supports OIDC.
35	2.1.3.29.10	22	The IFB states that the system must allow upload capability from providers of specialized service follow-up, capturing all outcomes of the follow-up review as evidence that specialized services are being provided. Please confirm the nursing facility staff will provide the uploads and information for the follow-up within the Contractor's system.	The uploads and information for specialized services are uploaded to LTSS. The Contractor will request follow-up information from the NF regarding those specialized services and the NF will upload or fax the requested information to the Contractor.
36	2.1.4.1	22	The Contractor shall engage in other review activities that may include claims review. How is this claims information accessed? Is this located in the eLTSS or a different system?	The state contracts a fiscal agent (Gainwell Technologies) for the processing of claims and all associated data is stored in that system (MESA). If the PASRR contractor needed to review specific claims data, a request would need to be submitted to the state for access to the relevant data.
37	2.1.4.1	22	Can DOM confirm if Monitoring and Follow-Up Activities will include review of claims data and if so how would that data be accessed?	If the PASRR contractor needed to review specific claims data as a part of Monitoring and Follow-Up Activities, a request would need to be submitted to the state for access to the relevant data.
38	2.1.5	23	Are the notifications currently being provided from the eLTSS system, and would the Contractor access these notifications to send?	Currently, notifications are not sent from the system. However, the contractor will have access to MyLists that indicate cases by status.



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				Additionally, the state is open to discussing enhancements to the eLTSS system if specific alerts are needed.
39	2.1.5	23	Please specify how many reconsideration reviews were completed in SFY 2023 and in SFY 2024.	No reconsideration reviews were completed in FY23 & FY24.
40	2.1.5.1	23	After the completion of the face-to-face Level II screen, please clarify if this full evaluation is then uploaded to the eLTSS.	No reconsideration reviews were completed in FY23 & FY24.
41	2.1.5.1	23	After the completion of the resident review/significant change Level II assessment, please clarify if the result of the assessment is then uploaded to the eLTSS.	Yes, the results of the assessment are uploaded into eLTSS.
42	2.1.5.1	23	After the completion of the resident review/significant change Level II assessment, please clarify if the subsequent written summary of findings and determination with recommendations are generated by the eLTSS or the Contractor's system. If generated by the Contractor's system, would this determination letter be uploaded to the eLTSS?	The subsequent written summary of findings and recommendations are generated in the contractor's system. The determination letter must be uploaded to eLTSS.
43	2.1.5.1	23	Please clarify if the Contractor is responsible for the development of the notification that is provided to the individual/legal representative at the conclusion of the Level II and/or status change Level II or if this is generated from the eLTSS. Regardless of who writes/generates the notification, is it the Contractor's responsibility to provide a copy in writing via mail?	Yes, the Contractor is responsible for the development of the notification and must provide a copy in writing via mail.
44	2.1.5.1	23	Can the state please confirm if the contractor will be responsible for mailing all outcomes to the individual/responsible party, and MD?	Yes, the Contractor is responsible for mailing outcomes to the referenced parties.



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45	2.1.5.2	23	After the completion of the face-to-face Level II screen, please clarify if the subsequent written summary of findings and determination with recommendations are generated by the State eLTSS or the Contractor's system. If generated by the Contractor's system, would this determination letter be uploaded to the eLTSS?	The subsequent written summary of findings and recommendations are generated in the contractor's system. The determination letter must be uploaded to eLTSS.
46	2.1.8.4	26	Medical Director and Education Manager - The RFP specifies that these two roles must be full-time positions. Could you please clarify whether they are required to be fully dedicated to this contract, or if they may concurrently work on other contracts while fulfilling these responsibilities?	These two roles may concurrently work on other contracts while fulfilling these responsibilities.
47	2.1.9.5	29	Can DOM please confirm that providers will be submitting LI's in eLTSS system as noted in Section 2.1.3.14?	Yes, the providers will be submitting all Level I's in the eLTSS system.
48	2.1.9.16	30	Please provide the historical volumes of calls through the call center.	The state does not currently maintain data on historical call volumes.
49	2.1.10	33	Please specify how many hearings were requested in SFY 2023 and in SFY 2024. Of these, how many hearings received numbers and were held in SFY 2023 and in SFY 2024?	No hearings were requested in SFY 2023 or SFY 2024.
50	2.1.10	33	Given the detailed reporting requirements on fair hearings, please specify how the Cocontractor receives or accesses this information.	Any requests for Fair Hearing submitted to the state would be shared with the Contractor by state staff via secure email.



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51	2.1.10	33	Please specify how many times the Contractor has been required to provide testimony at fair hearings in fiscal years 2023 and 2024.	The Contractor was not required to provide testimony at any Fair Hearings in FY 2023 or 2024.
52	2.1.10.1.1.1. B	31	The IFB states that the monthly reports should report on "Approved cost per evaluation and determination" but this is a fixed price contract (Section 2.4.2). Is DOM expecting a per evaluation price?	No, the state is not expecting a per evaluation price. The contractor may include the fixed price on month reporting in lieu of approved cost per evaluation and determination.
53	2.1.10	32	Monthly Reporting references "the Clinical Director" in several areas, including 2.1.10.1.1.2.F and G. Please clarify who this role is and how they will be making decisions about Specialized Services (F7) and their role for G in cases referred to them.	The Clinical Director is an employee of the Contractor. The Clinical Director does NOT make recommendations for Specialized Services. The Medical Director/DMH will make decisions about Specialized Services.
54	2.1.10.1.1.2	32	Please clarify if "Services of Lesser Intensity" is referring to Rehabilitative Services	Yes.
55	2.1.10.1.2	33	IFB Section 2.1.10.1.2.1, Quality Assurance Report, notes "...providing a 10% quarterly quality assurance random sample of completed Level II evaluations to the Clinical Director for his/her review and concurrence." Is this asking for a report on Quality Assurance activities conducted by the Contractor, to include the Contractor completing a 10% Quality Assurance review quarterly, as noted in 2.1.10.1.2.3?	Yes.
56	2.1.10.1.2.3	33-34	IFB Section 2.1.10.1.2.3 states: "The random sample must represent at least 10% of Nursing Facility residents who have had a Level II evaluation	Yes.



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			performed, who have been determined to need mental health SLI rather than Specialized Services and must include a random sample of the Contractor's evaluations." Please clarify that this sample of Level II evaluations is to focus on Resident Reviews where Rehabilitative Services only have been identified.	
57	2.1.10.1.2.3	34	Please confirm if "SLI" means services of a lesser intensity than specialized services and is synonymous with specialized rehabilitative services for the purposes of this IFB?	Yes.
58	2.1.10.1.3.4	34	The IFB states the Contractor will be responsible for reporting the total number of annual determinations resulting in a recommendation for referral. Please provide the general types of referrals that are included in this annual reporting requirement.	Level I & Level II referrals would be included in this reporting requirement.
59	2.1.10.1.3.4	34	For the Annual Summary of Referrals, please provide the total annual volumes included in the annual report in SFY 2023 and in SFY 2024. Please also provide the annual volumes by types referral type if included in the SFY 2023 and in SFY 2024 annual reports.	FY2023: Total Level I (4,968) Level I - Preadmission (3,855) Level I - Status Change (1,113) Categorical/Exemption (773) Total Level II (414) Level II Onsite (MI-369) (IDD/RC-152) (Dual-45) Level II-Preadmission Reconsiderations (0) Level II-Status Change Reconsiderations (0) Other Services Monitoring Review Volumes - Document-Based Reviews (0) Specialized Services Reviews (190) Rehab Services Reviews (0)



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				FY2024: Total Level 1 (4,545) Level 1 - Preadmission (3,295) Level 1 - Status Change (1,205) Categorical/Exemption (666) Total Level II (324) Level II Onsite (MI-297) (IDD/RC-179) (Dual-27) Other Service Monitoring Review Volumes - Document Based Reviews (2) Specialized Services Reviews (186) Rehab Services Reviews (0)
60	2.1.10.1.3.6	35	The IFB states the Contractor will be responsible for preparing a report detailing the average time it takes to complete determinations. Please provide the annual average time determinations took to be completed in SFY 2023 and in SFY 2024.	FY2023: Turnaround Time (TAT) - 5.35 average days FY2024: Turnaround Time (TAT) - 3.67 average days
61	2.1.10.1.3.6	35	Are Mississippi nursing facilities required to provide comprehensive resident admission and discharge information within the eLTSS to support accuracy and compliance with reporting requirements as listed in Social Security Act, §§ 1919 (e)(7)(c)(iv), or are these dispositions tracked in eLTSS upon completion of the Resident Review? Are these dispositions tracked in eLTSS upon completion of any of the follow-up activities?	Yes.
62	2.1.10.1.3.6	35	If the resident admission and discharge information is not tracked in eLTSS, would DOM/DMH be open to using the Contractor's web-based system for nursing	Yes.



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			facility providers to track their admissions and discharges?	
63	2.2	35	Has the State encountered recurring challenges or audit findings in prior PASRR implementations?	No.
64	2.4.2.1	38	If a change in applicable law impacts Bidder's pricing or services, such as a required change to accessibility or minimum wage laws, for example, does DOM intend to allow Bidder to submit a change order request, subject to the approval of the State?	See response to Question 1.
65	3.4.3; and Attachment B - Bid Form	42; 72	<p>Section 3.4.3 indicates that "A bidder may withdraw a bid at any time by written notice to DOM official designated in the IFB. If any such withdrawal occurs by the successful bidder(s) after the bid opening and/or issuance of the Notice of the Intent to Award, DOM may cancel the solicitation or proceed with award of a contract as if the withdrawn bid had not been submitted." However, Attachment B, Certification Form, Item 1 states "The Bidder Shall Accept an award made as a result of the submission."</p> <p>Please confirm that the successful bidder may withdraw its bid, without liability, if DOM and the successful bidder are unable to agree on the terms of the final contract.</p>	The successful bidder may withdraw its bid consistent with the requirements of the IFB and the applicable OPSCR Rules and Regulations. Pursuant to Sec. 3.3.3 of the IFB, there shall not be an expectation of negotiation of terms and conditions.
66	3.4.12	44	Section 3.4.12 states in part, "A bid response that includes terms and conditions that do not conform to the terms and conditions in the IFB is subject to rejection as non-responsive." Please clarify whether	DOM will not accept exceptions to terms and conditions.



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			DOM will accept any exceptions to the terms and conditions submitted by a Bidder.	
67	3.4.12	44	If DOM will accept exceptions to the terms and conditions, please confirm whether Bidders will be permitted by DOM to withdraw any exception submitted before being rejected as non-responsive on the basis of that submitted exception.	See response to Question 66.
68	4.1.3	49	Please confirm whether DOM is willing to negotiate mutually acceptable changes to the terms and conditions with the successful bidder.	See responses to Questions 65 and 66.
69	4.2.1	52	Is DOM willing to delete, "Liquidated Damages - Up to \$10,000 Requirement - Unauthorized utilization or disclosure of any confidential information classified as PHI, in violation of the requirements listed herein, authorized use or disclosure, regardless of the number of persons or additional parties involved (per incident). An incident means, with respect to protected health information (PHI): (i) Any Security Incident which results in or is related to unauthorized access, use, or disclosure of PHI; (ii) Breach of unsecured PHI; or (iii) Any loss, destruction, alteration, or other event in which PHI cannot be accounted for"?	No.
70	4.2.1	52	If DOM is not willing to delete the following language, would DOM be amendable to changing it to to \$250 per violation with an annual cap of \$5,000? "Liquidated Damages - Up to \$10,000 Requirement - Unauthorized utilization or disclosure of any confidential information classified as PHI, in violation	No.



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			of the requirements listed herein, authorized use or disclosure, regardless of the number of persons or additional parties involved (per incident). An incident means, with respect to protected health information (PHI): (i) Any Security Incident which results in or is related to unauthorized access, use, or disclosure of PHI; (ii) Breach of unsecured PHI; or (iii) Any loss, destruction, alteration, or other event in which PHI cannot be accounted for."	
71	4.2.1	52	Is DOM willing to delete, "Liquidated Damages - Up to \$2,500 Failure for the Contractor to meet the requirements of the Business Associate Agreement (BAA) or Data Use Agreement (DUA). An occurrence means each failure to comply with the BAA or DUA requirements (per occurrence). An occurrence means each failure to comply with the BAA or DUA requirements"?	No.
72	4.2.1	49-54	<p>Section 4.2.1 gives DOM the sole discretion to assess liquidated damages between \$1.00 and \$1,000,000 for failure to meet any contract requirement not identified in this Section or for any failure that remains uncorrected or continues to be noncompliant.</p> <p>Such broad discretion to impose penalties arising to \$1M for failures that are not clearly defined in a contract may be determined to be arbitrary and may result in punitive damages. Would the State please consider the following:</p>	<p>DOM will remove the following in Section 4.2.1 that states:</p> <p>Unless a different amount is specifically set forth below, DOM may, at its sole discretion, assess liquidated damages between one dollar (\$1.00) and one million dollars (\$1,000,000.00) for failure to meet any contract requirement not identified in the chart below or for each such failure that remains uncorrected or otherwise continues to be noncompliant with any provision of this Contract including but not</p>



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			<p>1. modifying this Section 4.2.1 to include a total cap on liquidated damages not to exceed 10% of the applicable monthly invoice of the month during the month where the failures occurred.</p> <p>2. Remove the language granting DOM broad authority to assess liquidated damages for failures not defined within this Section 4.2.1 or limit such liquidate damages for undefined failures to \$1000.00 per occurrence?</p>	<p>limited to program standards, performance standards, state and federal laws, statutes, policies, and rules.</p> <p>See Amendment #2 for the removal of this language from IFB Section 4.2.1.</p>
73	4.2.1	51	The Requirement Column for Section 2.1.5.4 in the Liquidated Damages Table appears to be cut off accidentally by table formatting. Can DOM please amend the table so that Bidders can read this full requirement?	Section 2.1.5.4 should state, " Failure by the Contractor to submit by the due date any material or documentation requested by DOM as required by the Contract. DOM shall give written notice to the Contractor via email of the late material. The Contractor shall have three (3) business days following receipt of the notice in which to cure the failure by submitting the complete and accurate material. If the material has not been submitted within the three (3) business day period, DOM, without notice, may assess damages (per instance, per business day)."
74	4.2.1	52	In the Liquidated Damages table, there is a Requirement described as "Any other failure of Contractor that DOM determines constitutes a substantial noncompliance with any material term of the Contract and/or IFB not specifically enumerated herein.	No.



Question #	IFB Section #	IFB Page #	Question	DOM Response
			The associated liquidated damage is defined as "up to \$10,000." To ensure that such liquidated damage is not perceived as punitive, can DOM please amend the damages to be "Up to \$1000.00?"	
75	4.2.1	49-54	Will DOM please add language to Section 4.2.1 to clarify that the Contractor will not be liable for any failures and resulting liquidated damages that arise from actions or inactions of DOM, the State, or any other third party or third party system?	No.
76	4.2.1	52	The second to last item in the Liquidated Damages table states: "Unauthorized utilization or disclosure of any confidential information classified as PHI, in violation of the requirements listed herein, <i>authorized use or disclosure</i> , regardless of the number of persons or additional parties involved (per incident). An incident means, with respect to protected health information (PHI): (i) Any Security Incident which results in or is related to unauthorized access, use, or disclosure of PHI; (ii) Breach of unsecured PHI; or (iii) Any loss, destruction, alteration, or other event in which PHI cannot be accounted for." Can DOM please clarify what is meant by "authorized use or disclosure" in this context and what authorized use or disclosure would be subject to liquidated damages?	The "authorized use or disclosure" language will be removed from the Liquidated Damages table. See Amendment #2 for changes.
77	4.2.1	50-52	There are multiple duplicates in the LD lists. Can DOM please confirm how these differ, if at all or confirm removal of any duplicates? 2.1.1 vs 2.1.3	Please refer to Amendment #2 for clarifications regarding the Liquidated Damages (LD) section: 1) 2.1.1 should be corrected to 2.1.1.1.



Question #	IFB Section #	IFB Page #	Question	DOM Response
			<p>2.1.1.1 vs 2.1.3.1</p> <p>2.1.3.20 vs 2.1.9.5 vs 2.1.3.21</p>	<p>2) 2.1.1.1 is correct as listed. The timeframe for 2.1.1.1 is provided in response to Question 24.</p> <p>3) 2.1.3 should be corrected to 2.1.3.5.</p> <p>4) 2.1.3.1 is correct as listed.</p> <p>5) 2.1.3.20 and 2.1.3.21 refer to the same Liquidated Damage.</p> <p>6) 2.1.9.5 can be omitted.</p> <p>See Amendment #2 for changes to the Table in IFB Section 4.2.1.</p>
78	4.2.1, 2.1.1.1	51	Liquidated damages in 4.2.1 refer to a turnaround time for Level 1 clinical review in section 2.1.1.1; however, no timetable is listed for the review of Level 1 screening. What is the expected turnaround time for L1 Clinical reviews?	The expected turnaround time for L1 Clinical reviews is 7 business days.
79	4.19.1	57	Section 4.19.1 states in part, "If the Contractor fails to cure the deficiency, DOM may terminate the contract for default and the Contractor will be liable for the additional cost to DOM to procure the personal and professional services from another source." Please clarify that the Contractor will be liable for such damages only if the contract is terminated by DOM for cause due to Contractor's breach.	Confirmed.



Question #	IFB Section #	IFB Page #	Question	DOM Response
80	4.35	64	Is DOM willing to negotiate reasonable changes to the indemnity clause in §4.35 to limit the Contractor's obligation to indemnify only for third party claims and proven direct damages?	No.
81	4.35.1	64	Is DOM willing to place a reasonable cap on Contractor's liability limited to three times the total contract value?	No.
82	N/A	N/A	Please confirm that any pre-existing intellectual property including but not limited to software, applications, and algorithms used by Bidder to deliver the services procured under this RFP (including pre-existing intellectual property used to satisfy requirements 2.1.3.20 - 2.1.3.21) will remain the sole property of Bidder.	See responses to Questions 31 and 32.
83	VII(d)	93	Is DOM willing to negotiate reasonable changes to the indemnity clause in §VII(d)?	No.
84	General		Are electronic signatures acceptable to use for the required forms/attachments?	Yes, electronic signatures are acceptable for all required forms and attachments.
85	Attachment K - Bid Response Checklist	97	Item 6d of the Bid Response Checklist indicates respondents must "Adhere to required information to be submitted as well as page limitations and submission format." However, there are no page limitations listed in Sections 1.7 Bid Submission Format or 1.8 Bid Submission Requirements. Please confirm there are no page limitations for responses to this IFB.	DOM confirms that there are no page limitations for responses to this IFB. The reference to page limitations in Item 6d of the Bid Response Checklist is a standard provision and does not apply to this solicitation.



This amendment must be signed and submitted as part of the Invitation for Bid response to be considered for this procurement.

Authorized Representative

Date