

NEW MEXICO HEALTH INSURANCE EXCHANGE (NMHIX)
RFP No. 2016-008
Responses to Questions

Question #	RFP Ref	Page #	RFP Text	Question	NMHIX Response
1.	General	General		Are electronic signatures acceptable for each proposal?	Yes
2.	2.21 Award Notice and Acceptance Period	9	A "Notice of Intent to Award" will be sent to the successful Offeror. Negotiation and execution of the Contract shall be completed no later than 14 days from the date of the Notice of Intent to Award or such other time as designated by the Exchange. If the successful Offeror fails to negotiate and execute in good faith a final agreement by that date, the Exchange, in its sole discretion, may cancel the award and award the Contract to another Offeror the Exchange believes meets this RFP's requirements and will provide the best value to Exchange. A "Notice of Intent to Award" will be sent to the unsuccessful Offerors once a contract is executed or at such other time as designated by the Exchange	Will NMHIX please confirm it shall engage the winning Contractor in negotiations before a final Contract is executed?	Yes, contract negotiations will be executed before final contract is executed.
3.	2.27	10	Disclosure Regarding Responsibility	Please advise if a response is needed within the technical proposal to address the disclosure requirements. If yes, which section should the response be placed?	Within the proposal transmittal letter
4.	2.28	12	Conflict of Interest, Governmental Conduct Act	Please advise if a response is needed within the technical proposal to address the conflict of interest requirements. If yes, which section should the response be placed?	Within the proposal transmittal letter
5.	4.2	17	Proposal Submission To be considered for contract award, five (5) copies of the technical proposal (which includes the Cost Proposal) must be at the	Does the proposal include both the technical and cost requirements in a single binder? If no, please confirm that we should	Cost proposal can be in the same binder as the technical proposal

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			office of NMHIX offices at 6301 Indian School Road NE, Suite 100, Albuquerque, NM 87110, addressed to the Procurement Administrator no later than 12:00 p.m. MT on June 24, 2016. Offeror must include a flash drive with a digital copy of the proposal. Proposals submitted via email, fax, or any other form of communication will be rejected.	submit five (5) hard copies of the technical proposal and five (5) hard copies of the cost proposal.	
6.	3.1 a) 4.3.7	13 20	Section 3.1 a) states: The Call Center shall be available to receive and respond to inbound calls Monday through Friday from 8:00 a.m. to 6:00 p.m. Mountain Time (MT). The Exchange would also like to see budget options for an extended schedule of 6-day-a-week availability, Monday through Saturday from 8:00 a.m. to 6:00 p.m. during Open Enrollment periods. The Open Enrollment period for 2017 is November 1, 2016 – January 31, 2017. Section 4.3.7 (Cost Proposal entry in table – item a) states: The budget proposal should include pricing for each of the two proposed models (5 day work week & 6 day work week).	Could the state please confirm these scenarios: Pricing for operations Monday through Friday, from 8:00 am to 6:00 pm MT for 12 months Pricing for operations Monday through Friday, from 8:00 am to 6:00 pm MT for 9 months, and then add Saturday for the remaining 3 months (Open Enrollment), for same time period each day (8:00 am to 6:00 pm). If this is not what the State is seeking for pricing, please clarify.	Correct
7.	4.3.7	20	Cost Proposal	The RFP contains no provision for pricing the RFP response. Please provide the budget grid referenced in Section 4.3.7, item e), or other template designated for purposes of price disclosure."	Template uploaded to RFP section on website: http://www.bewellnm.com/about-us/vendors-employment

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8.	Exhibit B, §4(A) Termination	24	This Agreement may be terminated by the NMHIX, at its discretion and at any time for any reason, upon written notice delivered to the Contractor thirty (30) days prior to the intended date of termination. Except as otherwise allowed or provided under this Agreement, NMHIX's sole liability upon such termination shall be to pay for acceptable work performed prior to the notice of termination; provided, however, that a notice of termination shall not nullify or otherwise affect any party's obligations under this Agreement prior to termination. The Contractor shall submit an invoice for all completed work within thirty (30) days of the effective date of termination. Notwithstanding the foregoing, this Agreement may be terminated immediately upon written notice to the Contractor if the Contractor becomes unable to perform the services contracted for, as reasonably determined by NMHIX, or if, during the term of this Agreement, the Contractor or any of its officers, employees, or agents is indicted for fraud, embezzlement or other crime due to misuse of public funds.	Will the NMHIX please clarify what it would consider as the Contractor's inability to perform?	<ul style="list-style-type: none"> • Extended technology downtime • Not meeting contracted SLAs • Not providing correct information to the consumer • Not providing reports on a timely basis • Inability to meet any of the contracted elements
9.	Exhibit B, §5 Funding	24	If sufficient appropriations and authorization are not made by the Legislature and funding is not available, this Agreement shall terminate immediately upon written notice being given by NMHIX to the Contractor. NMHIX's decision as to	The Contractor respectfully requests such non-appropriation of funds shall not be used to insource or provide the work to third parties which are not the Contractor.	NMHIX is not inclined to limit the ability to terminate contracts due to lack of funding.

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			whether sufficient appropriations, authorization, and funding are available shall be accepted by the Contractor and shall be final.		
10.	Exhibit B, §11 – Product of Service	25	<p>All materials developed or acquired by the Contractor specifically and solely for the benefit of NMHIX pursuant to the terms of this Agreement shall become the property of NMHIX and shall be delivered to NMHIX no later than the termination date of this Agreement.</p> <p>[...] Intangible property includes but is not limited to: computer software; patents, inventions, formulae, processes, designs, patterns, trade secrets, or know-how; copyrights and literary, musical, or artistic compositions; trademarks, trade names, or brand names; franchises, licenses, or contracts; methods, programs, systems, procedures, campaigns, surveys, studies, forecasts, estimates, customer lists, or technical data; and other similar items. The Contractor may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under this Contract. The Contractor must deliver all intangible property, including but not limited to, intellectual property, to NMHIX in a manner that ensures the Centers for Medicare & Medicaid Services, an agency of the Department of Health and Human Services, obtains a royalty-free,</p>	<p>The Contractor respectfully requests confirmation that any pre-existing work product developed or owned by the Contractor before the start of the Agreement shall remain the property of the Contractor.</p>	<p>Pre-existing materials or work that were not developed for the NMHIX are exempt.</p>

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			nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so. Federal purposes include the purpose of administering New Mexico exchanges under the Affordable Care Act of 2010. The Contractor is further subject to applicable regulations governing patents and inventions, including those issued by the Department of Commerce at 37 CFR Part 401		
11.	§19(A) Records and Financial Audit	28	The Contractor shall maintain detailed time and expenditure records, if any, that indicate the date; time, nature and cost of services rendered during the Agreement's term and effect and retain them for a period of ten (10) years from the date of completion of this Agreement. The records, if any, shall be subject to inspection by the NMHIX, the State Auditor, HHS, the OIG, the Comptroller General of the United States, and any of their duly authorized representatives. NMHIX shall have the right to audit billings both before and after payment. Payment under this Agreement, if any, shall not foreclose the right of NMHIX to recover excessive or illegal payments.	Will the NMHIX please confirm that access to records shall be limited to information directly related to the performance of the Contract?	Correct - confirmed
12.	General	General		In order to offer competitive pricing, the Contractor respectfully requests a cap on liability consistent with industry standards and reasonable apportionment of risk on programs of similar size and complexity. Will the State confirm it will allow a	That can be discusses during contract negotiations

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				limitation of Contractor's liability?	
13.	3.1.s			Anticipated call volumes – What are the predicted median number of calls per month both in and outside of the Open Enrollment period?	As stated in the RFP Section 3.1.s
14.	3.1.i			What is this historic/anticipated percentage of Spanish language calls on average?	Unreported/unknown
15.				What phone system, ACD, workflow and knowledge base tools are in use today?	XEROX Call Center
16.	3.1.f			On the CMS certifications – Do they need to be implemented day one?	yes
17.				Are the CMS certs required for all staff members?	yes
18.	Cover Page, Key Dates, Sec 4.2 Cover, 6 and 18			Cover Letter indicates proposal due Jun 17th. Para 2.2 (Key Dates) Jun 24 at 3PM MT, and Section 4.2 Jun 24 12 PM MT. Please clarify	Proposal due June 24, noon MT
19.	1.2	24		The RFP requires the vendor to perform “warm transfers” to six entities defined in the section. Please confirm that the vendor's staff will be responsible for dialing a third party number (one of six entities listed in the RFP) and introducing the caller to the third party.	Yes - correct
20.	Exhibit B 4B(3)	24		Please identify the organization currently performing the work described in this RFP.	XEROX
21.	3.1	14		Please clarify how the vendor is expected to use the consumer referral and tracking system and how the enrollment counselor	Yes

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				staffing contractor makes these systems available to the vendor. Is the vendor expected to update information in this (these) system(s)?	Yes
22.	1.2	4		Is there an existing decision tree that identifies the entities to transfer calls to. If so, please make it available to bidders.	Provide in RFP pg 22
23.	3.6	16		Can the successful vendor deploy technologies designed to help manage call volume. These may include: Virtual hold: Allows the caller to select an option to receive a call back rather than wait for an agent, or schedule a call back at a precise time.	Yes
24.	3.6	16		Please provide historical data regarding call volume variance over time, including before, during, and after Open Enrollment.	Average call volume is provided in section 3.1.s of the RFP
25.	3.7	17		Would the NMHIX consider alternative SLAs? If so, may the vendor propose them in the response?	Yes
26.	3.7	17		Please describe how the call center will have visibility into factors that may affect call volume. For instance, carriers or other entities may issue outbound communications that drive questions to the call center.	The call center staff will have access to all marketing and communications generated by the Exchange. It is anticipated the offeror will propose a schedule for regular meetings with the Exchange
27.	3.7	17		Call center performance will be impacted by the responsiveness of the six entities to warm transfers initiated by the call center. Wait times and ability to handle calls efficiently will be directly impacted by the responsiveness of the entity receiving the warm transfer. How will SLAs be adjusted for these externalities?	The offeror is expected to propose a recommended SLA

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28.	1.2	4		Will the vendor have historical/current information about prospective callers to assist in answering common questions such as: <ul style="list-style-type: none"> • Did you receive my application? • Am I eligible for (Title XIX, Exchange services, etc.) • Am I enrolled? 	No. those calls will be transferred.
29.	3.1	14		Will the vendor be responsible for capturing, reporting, and/or updating any system other than the referral and tracking systems defined in this section? Is the vendor's staff responsible for capturing and reporting simple updates such as name or address changes?	No Yes
30.				Please provide historical call volume by caller type such as: <ul style="list-style-type: none"> •Avg monthly calls from SHOP consumers •Avg monthly call from Medicaid members •Avg monthly calls from FFE members 	We do not track types of consumer calls in other than a gross number.
31.	3.1	13		The RFP requires the vendor's staff to be CMS Certified Application Counselors. Please clarify whether the vendor is required to be a CAC Designated Organization (CDO).	No
32.	3.1	14		Please provide details of the consumer referral and tracking systems. Will the current Enrollment Counselor staffing contractor continue to support those systems or is the selected vendor expected to take over their operation?	Appointments plus on line system The current EC vendor will continue to support
33.	3.1	14		Are additional call center staff that may be needed during Open Enrollment or other peak periods required to be located in New Mexico?	Yes

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