

**MEDICAID SCHOOL-BASED CLAIMING
Request For Proposal (RFP) YH10-0019
QUESTIONS AND RESPONSES**

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| 1. | General Question | | | What amount of the money is AHCCCS expecting to award the successful proposer for Third Party Administrative duties? | AHCCCS does not have a pre-conceived dollar amount to be awarded to the successful bidder. The bidder is required, per the RFP (refer to the pricing section), to submit a financial bid as part of its response. |
| 2. | Offer and Acceptance | 4. Certification | 3 | Will the evaluation of vendors include consideration or preference to small businesses or to subcontractors that are small businesses? | The Arizona Procurement Code does not provide preference to small businesses for procurements over \$50,000,. |
| 3. | Scope of Work, Overview and Background | 2.1 Medicaid School Based Claiming | 7 | Does the \$3.5 million received for MAC and \$22 million for DSC represent the total federal funds received on behalf of school districts or does AHCCCS retain any amounts for administrative purposes? | This amount represents the federal share. At this time, AHCCCS retains 1.5 percent of this amount for administrative costs. |
| 4. | Scope of Work, Overview and Background | 2.1 Medicaid School Based Claiming | 7 | How many LEAs are currently participating in the MAC program and the DSC program? | There are approximately 135 LEAs participating in the DSC program and 131 participating in the MAC program. |
| 5. | Scope of Work, Overview and Background | 2.1 Medicaid School Based Claiming | 7 | The RFP provided reimbursement amounts for FY 2009 for the MAC and DSC programs. What were the reimbursement amounts in FY 2008 and FY 2007? | The DSC program for FY 2007 was \$32,829,458 and FY 2008 was \$19,399,597. The MAC program for FY 2007 was approximately \$5.4 million and FY 2008 was approximately \$4.1 million. |
| 6. | Scope of Work, Overview and Background | 2.1 Medicaid School Based Claiming | 7 | The DSC program in 2009 received and processed approximately 1.5 million claims. Do we know the number of units paid out in 2009? | The number of units paid for the DSC program in SFY 2009 was 6,796,740. |
| 7. | Scope of Work | 2.1 Medicaid School-Based | 7 | How many LEAs are currently participating in the DSC program? | There are approximately 135 LEAs participating in the DSC program and 131 participating in the |

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| | | Claiming | | How many LEAs are currently participating in the MAC program? | MAC program. |
| 8. | Scope of Work | 2.1 Medicaid School-Based Claiming | 7 | Do participating LEAs use third-party vendor assistance in addition to the assistance they receive from the State Contractor? If yes, what is the estimated percentage of LEAs that use third-party vendors? Does this apply to both the DSC program and MAC program? | AHCCCS does not monitor any third party contracts that the LEAs use. The LEAs are required to work with the selected Contractor (Third Party Administrator) if they would like to participate in the MSBC program. |
| 9. | Scope of Work | 2. Overview and Background | 7 | What are the current Contractor's fee and fee structure for DSC program services (e.g., contingency-based)? What are the current Contractor's fee and fee structure for MAC program services (e.g., flat fee based on claimed participants)? | The current Contractor is paid 50 cents per unit for the DSC program. The Contractor is paid 23 percent of the quarterly paid amount for the MAC program. |
| 10. | Scope of Work, Overview and Background | 2.2. Purpose of the RFP 5.2 Direct Medical Covered Services and Qualified Child | 8 | Will AHCCCS be considering using this TPA contract for any other types of providers such as MH/MR and county health departments? | This contract is specifically for the MSBC program. No other providers will be considered. |
| 11. | Scope of Work, Contractor Responsibilities For Medicaid School-Based Claiming Administration | 3.1 Program Promotion and Contracting Component | 8 | Can a copy of the current participating district contract be made available to respondents prior to the due date of the RFP response? | This is the property of the current contractor. The current participating agreement is on the PCG website. http://web.pcgus.com/azschools/downloads.html |
| 12. | Scope of Work, Overview and Background | 2.2. Purpose of the RFP | 8 | Can a copy of the current contract between AHCCCS and the TPA incumbent be provided (redacted as necessary) to respondents prior to the due date of the RFP response? | This file is open to the public and may be viewed by calling the RFP's contact person. |
| 13. | Scope of Work | 3. Contractor Responsibilities for | 8 | Is there a current contact database of all participating LEAs (i.e., contact | Yes. |

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| | | Medicaid School-Based Claiming Administration | | information for LEA-level program coordinators) available for the selected Contractor? | |
| 14. | Scope of Work | 3. Contractor Responsibilities for Medicaid School-Based Claiming Administration | 8 | Will you provide a copy of the current “participation agreement” for both the DSC and MAC programs that LEAs are required to sign, which outline the responsibilities of the LEA, Contractor, AHCCCS and current AHCCCS administrative and Contractor fees? | Please refer to #11. |
| 15. | Scope of Work | 3.1 Program Promotion and Contracting Component | 8 | Do LEAs currently enter into a separate, direct Agreement with AHCCCS for their participation in the DSC and MAC programs? If so, will you supply a copy of this Agreement? | The LEAs do not enter into a separate participating agreement with AHCCCS. A participating agreement is done between the Contractor and LEA. |
| 16. | Scope of Work | 3.1 Program Promotion and Contracting Component | 8 | Will AHCCCS accept model participation agreements for LEAs that include a clause to hold the Contractor harmless in the event the LEA is found negligent? | We will not allow the contractor to add this type of language into their model participating agreement. |
| 17. | Scope of Work | 3.1 Program Promotion and Contracting Component | 8 | Will AHCCCS accept a model provider participation agreement that includes applicable terms and conditions (uniform and special) imposed on the Contractor? For example, if AHCCCS withholds funds, then the Contractor has no legal liability for any payment to the LEA until funds become available. | The participating agreement will need to be approved by AHCCCS before distribution to the LEAs. |
| 18. | Scope of Work, Contractor Responsibilities for Medicaid School-Based Claiming Administration | 3.2.1.2 | 9 | “...allow Contractor to coordinate and bill for the qualifying covered services...” Is AHCCCS looking for a provider to be a state BILLING agent? Arizona currently has a strong Medicaid billing provider community. | AHCCCS is not looking for a state billing agent. The intent of the statement is for a Contractor (third party administrator) to pass through the claims (once they have gone through the Contractor’s edits) submitted by the LEAs to AHCCCS. |

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| | | | | Is AHCCCS looking to replace this community with a single state-wide biller? | |
| 19. | Scope of Work, Contractor Responsibilities for Medicaid School-Based Claiming Administration | 3.2.3 | 10 | “...the Contractor shall provide technical assistance...as requested by the LEA.” Is the Contractor required to provide any and all assistance requested by LEAs? For example, if an LEA requests assistance in training their staff on how to write good IEP goals and objectives (which can indicate the need for medical services), does the Contractor need to have full-time special education professionals on staff? If an LEA is having network difficulty within their school district and unable to electronically submit claims (for example), does the Contractor have to provide network assessment assistance if the LEA requests it? Does the Contractor have any discretion in where to draw the line on which services to provide? | The Contractor will be responsible to provide technical assistance to LEAs as it pertains to the contract. AHCCCS would work with the Contractor in order to help define parameters on an individual basis. |
| 20. | Scope of Work, Contractor Responsibilities for Medicaid School-Based Claiming Administration | 3.2.5 | 10 | “...allow(s) the LEAs to make an inquiry or complaint directly to the Contractor.” What type of complaints are to be handled by this grievance system? | Historically, the grievance and appeals process has to do with claims disputes. The initial claims dispute will be handled by the contractor. |
| 21. | Scope of Work, Compliance Review | 3.2.6 Compliance Review | 11 | Is it a requirement of this contract that all participating MSBC school districts be reviewed on an annual basis? | The Contractor will develop a compliance review program detailing the frequency of reviews. The proposal will be reviewed and approved by AHCCCS. |
| 22. | Scope of Work, Pre-Payment Review | 3.2.7 | 11 | What is the current Pre-Payment review process in place to ensure only | The current process is a post-payment review process. AHCCCS is looking for a Contractor |

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| | Process | | | eligible services identified in the IEP are billed? | to implement a pre-payment review process. |
| 23. | Scope of Work, Contractor Responsibilities for Medicaid School-Based Claiming Administration | 3.2.7 | 11 | Is it AHCCCS's expectation that any claim that is submitted is also submitted with copies (paper or electronic) of a student's IEP so that the Contractor can review claims before they are paid to make sure the IEP requires them? If so, how would AHCCCS envision this happening in an efficient manner with over 1.5 million claims? | The RFP requires the offeror to propose and develop a pre-payment review process. |
| 24. | Scope of Work, Claiming for Administrative School Based Services | 4.1 | 12 | Does AHCCCS have ownership of the current software used for RMTS and the calculation methodology for the MAC claims? | AHCCCS does not have ownership of the current RMTS software. |
| 25. | Scope of Work, Claiming for Administrative School Based Services | 4 | 12 | Will PCG be responsible for performing the 4 th quarter (April – June) MAC claim? | PCG will be responsible for performing the April – June MAC claim. |
| 26. | Scope of Work | 4.1 Claiming Methodology for Administrative Services | 12 | Is the MAC program guide, “resubmitted with revisions in November of 2009”, currently approved? Is this the manual that is currently governing the MAC program, and is it the intention of AHCCCS to continue with the guidelines specified in this manual for the duration of the contract? | The November 2009 MAC program guide has not been approved at this time. It is AHCCCS' intention to continue using the current guide unless there are regulatory changes mandated by CMS. |
| 27. | Scope of Work | 4.2 Administrative Claiming Submittal Process | 12 | We understand that the Contractor will receive payment from AHCCCS for MAC claims prior to the Contractor's “due date” for issuing payment to the LEA. Is this | The Contractor receives funding for the entire MAC claim in order to pass the funding to the specific LEAs. |

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| | | | | understanding accurate? | |
| 28. | Scope of Work | 4.3. Administrative Claiming Process, and 13. SHCCCS Oversight Function | 13 & 22 | The RFP states that AHCCCS is maintaining oversight of the program, and it is the Contractor's responsibility to comply with and enforce AHCCCS's CMS-approved program rules and regulations with the LEAs. Under what authority does the Contractor have to act as an agent of the State, enabling the Contractor to enforce program rules and regulations and to require repayments if necessary? | The Contract between AHCCCS and the selected Contractor gives the Contractor authority to act as an agent for AHCCCS. |
| 29. | Scope of Work, Claims for Direct Medical Services | 5.3 Direct Medical Service Claims Submittal Process | 14 | Is the technology toolset currently in use for claims adjudication by the incumbent TPA proprietary to the incumbent or does AHCCCS license it from a third party and does the license terminate with the incumbent's TPA contract? | The current TPA owns the technology. AHCCCS does not have proprietary rights to the technology. |
| 30. | Scope of Work | 5.2 Direct Medical Covered Services and Qualified Child | 14 | IDEA requires parental consent to access public benefits (Medicaid). How is this currently enforced with LEAs? | IDEA is regulated and enforced by Arizona Department of Education. |
| 31. | Scope of Work | 5.2 Direct Medical Covered Services and Qualified Child | 14 | Parental consent is required to access third party payer benefits. How is this currently enforced with LEAs? | It is up to the individual LEA to obtain parental consent. |
| 32. | Scope of Work | 5.3 Direct Medical Service Claims Submittal Process | 14 | How is the Contractor informed of Medicaid eligibility and/or third party liability coverage information for students? | The Contractor is provided an eligibility and Third Party Liability file from AHCCCS. |
| 33. | Scope of Work, Claims for Direct Medical Services | 5.3 | 14-15 | It states in the RFP that the contractor shall collect all the clean claims submitted by the LEAs. Is there a requirement that the contractor be able | The Contractor will be required to accept and submit HIPAA compliant claims. |

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| | | | | to accept claims in a HIPAA compliant format from the LEAs? | |
| 34. | Scope of Work | 5.3 Direct Medical Service Claims Submittal Process | 15 | What is the current process to certify that third party payers have been billed? In the current program, is it the LEA's or Contractor's responsibility to process third party claims? | The Contractor would deny any claims that have not been billed for TPL first. It is the responsibility of the LEA to bill TPL. |
| 35. | Scope of Work | 5.3 Direct Medical Service Claims Submittal Process | 15 | What is the current denial rate for Medicaid claims due to unbilled third party payers? | We don't get "unbilled third party payer" detail in the "Claims Denial Report" we receive monthly. |
| 36. | Scope of Work | 5.3 Direct Medical Service Claims Submittal Process | 15 | What is the current rate of approved payments made by third party payers (e.g., are 20% of claims made to third party payers paid, 30% 70% etc)? | We don't receive this detailed information from our contractor. |
| 37. | Scope of Work | 5.3 Direct Medical Service Claims Submittal Process | 15 | What is the current denial rate made by third party payers (excluding non-responses)? | We don't receive this detailed information from our contractor. |
| 38. | Scope of Work, Claims for Direct Medical Services | 5.4 | 16 | "Within 30 days of the receipt of clean claims....Contractor shall send out appropriate payments..." How many days after "clean claims" are submitted by Contractor to AHCCCS does AHCCCS distribute funds/RA to Contractor? | The contract does not specify the number of days between claims submission by the Contractor and payment by AHCCCS. Historically, AHCCCS distributes funds/Remittance Advice to the Contractor weekly. |
| 39. | Scope of Work | 5.4 Direct Medical Services Claims Payment | 16 | How quickly does AHCCCS issue payment to the Contractor for DSC program services, once clean claims are received by AHCCCS? Will this payment timeline be specified in the Agreement between the Contractor and AHCCCS? | Historically, AHCCCS distributes funds/Remittance Advice to the Contractor weekly. The payment timeline will not be specified in the agreement between the Contractor and AHCCCS. |
| 40. | Scope of Work | 6. Cost Based Reimbursement Methodology | 17 | Please confirm that the scope of work in the RFP (and therefore the pricing) | We do not anticipate implementing this methodology in the beginning of the contract. However, we will need to evaluate the |

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| | | | | includes the on-going operation of the cost settlement/rate setting process after implementation of a cost-based rate methodology, including annual cost report collection, processing, settlement, and desk reviews. | competency of a contractor to implement a cost based reimbursement methodology in the event there was a State Plan Amendment. The Agency will be looking to review how this new methodology would affect the cost of the contract, and therefore, would need separate pricing as indicated in the pricing section of the RFP. |
| 41. | Scope of Work | 6. Cost Based Reimbursement Methodology | 17 | With respect to the Cost Based Reimbursement Methodology, does AHCCCS have a general or specific State Plan Amendment (SPA) submission date in mind? | AHCCCS does not have a scheduled date to update the part of the SPA that relates to the DSC program. |
| 42. | Scope of Work | 6. Cost Based Reimbursement Methodology | 17 | Is AHCCCS currently under any CMS or internal deadlines to create a cost versus reimbursement reconciliation process, either under a Certified Public Expenditure (CPE) process or otherwise? If so, what are the constraints and requirements or mandates? | AHCCCS is not currently under any CMS or internal deadlines to create a cost based process. |
| 43. | Scope of Work | 6. Cost Based Reimbursement Methodology, 6.1.2 | 17 | Is AHCCCS required for any reason to modify current "interim" rates (i.e., the current fee schedule rates that are being used to pay LEAs)? If so, has the current TPA or AHCCCS done any prior work in this regard? | There is no requirement at this time to modify current Fee For Service rates. |
| 44. | Scope of Work | 6. Cost Based Reimbursement Methodology | 17 | Has AHCCCS already approached or had prior discussions with CMS regarding a cost-based methodology? With Region IX personnel, Baltimore | We are not currently in discussions with CMS regarding a cost base methodology. |

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| | | | | personnel, or both? | |
| 45. | Scope of Work | 6. Cost Based Reimbursement Methodology | 17 | Would the Contractor bear the responsibility for reviewing/auditing cost reports and CPE reconciliation schedules, or does AHCCCS provide this function internally? | The contractor would be responsible for cost reporting and reconciliation. |
| 46. | Scope of Work, AHCCCS Operational Reviews | 9 | 19 | Is there currently a process in place for us to see the AHCCCS operational reviews to date, of PCG, in their role as the administrator? | To date, PCG has not had an operational review. |
| 47. | Scope of Work, Contractor's Program Coordination Responsibilities | 12.4 | 21 | Can AHCCCS please provide representative samples of the reports required as listed in Exhibit B (p. 64-65)? | AHCCCS will want the Contractor to propose appropriate and useful formats for each of the required deliverables. |
| 48. | Scope of Work | 12.4 Contractor Reports | 21 | Will AHCCCS accept a change to this provision that will enable mutual agreement to changes in reports, report contents and frequency of submission of reports to protect Contractor from forced hardship? | AHCCCS will not accept changes to this provision. However, historically AHCCCS has made changes to the reporting requirements that were mutually agreed upon which would need a contract amendment signed by the selected Contractor. |
| 49. | Scope of Work, Compensation | 16.2 | 22 | It states that the schools are responsible for one half of the contractors Direct Medical Services fees. Is there a possibility of this changing? | We have no indication that this will change. |
| 50. | Scope of Work | 13. AHCCCS Oversight Function | 22 | What is the current administrative fee imposed by AHCCCS for the DSC and MAC programs? | The AHCCCS administrative fee is currently 1.5 percent for both the MAC and DSC program. |
| 51. | Scope of Work | 17. Pending Legislation | 22 | Will AHCCCS accept a change to this provision that will allow for discussion to ensure that changes made to rates, for example, will be to | AHCCCS will not accept changes to this provision. |

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| | | | | the mutual agreement of both parties? | |
| 52. | Pricing Schedule | Number 3 | 23 | In the evaluation of the proposals, how will the evaluators grade the potential cost based reimbursement fees vs. those in number 2? | The criteria are listed in the relative order of importance; however, we will not release the maximum point values until after contract award when the file is open for public review. |
| 53. | Uniform Instructions to Offers | 6.3 | 30 | The effective date of this contract is July 1, 2010. However, in Attachment B (“Chart of Deliverables”) on page 64, there are several deliverables that are due to AHCCCS before effective date. For example, the “Detailed Report of Compliance Review Results” is due on May 1, 2010. The awarded Contractor will not have begun services OR be under contract. Can you please resolve the contract effective date with deliverable schedule? | It is expected the awarded Contractor will provide AHCCCS details of some deliverables before the beginning of the contract as part of a readiness review. However, there was an error in the data for “Detailed Report of Compliance Review Results” that should have a due date of May 1, 2011. This amendment includes a revised Attachment B, Chart of Deliverables. |
| 54. | Special Instructions to Offerors | 2 | 32 | Can you please provide the weights for the award criteria sections? | The criteria are listed in the relative order of importance; however, we will not release the maximum point values until after contract award when the file is open for public review. |
| 55. | Special Instructions to Offerors | 6 & 7 | 46-48 | In section 6, the Contracting Officer “shall” cancel the contract immediately for certain action/inaction (detailed in point 6.1-6.4). In section 7, the Contracting Officer “shall” provide written notice to perform for the exact same activities (noted in 7.1-7.4). Does the Contracting Officer have discretion to cancel immediately or to provide written notice to perform? Can AHCCCS please provide clarification | AHCCCS reserves the right to cancel the contract in either manner. |

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| | | | | on the metric applied to determine whether the actions in section 6 will be enacted or the actions in section 7? | |
| 56. | Uniform Terms and Conditions | (General Question) | 36 | Will AHCCCS add a protection clause to the Uniform Terms and Conditions that will hold the Contractor harmless for AHCCCS's negligence? | Paragraph 22.1 (page 40) of the Uniform Terms and Conditions indicates that the State of Arizona is responsible for its own negligence. |
| 57. | Special Terms and Conditions | 15. Eligibility for State or Local Public Benefits | 49 | Page 49 of the RFP restates the state requirement that AZ state agencies confirm the legal presence of recipients of public benefits. Please clarify the Medicaid School-Based Claiming program contractor's responsibility, if any, with respect to securing documentation from students who are recipients of public benefits. | The successful contractor will have no responsibility for documenting the legal status of recipients. That is an eligibility function performed by the agency. However, the State Procurement Office requires that this provision be included in every contract as standard language. This clause needs to be included in your LEA participation agreement. |
| 58. | Special Terms and Conditions | 13. Confidential Information | 49 | Will AHCCCS accept a mutual Disclosure of Confidential Information that will not inhibit or disrupt the course of the contract? | AHCCCS is open to discussing this issue with the awardee, and may consider a contract amendment. |
| 59. | Special Terms and Conditions | 21. Indemnification | 50 | Will you confirm that this section is indeed a mutual indemnification for both parties, the Contractor and AHCCCS? If it is not, will AHCCCS accept a mutual indemnification that is agreeable by both parties? | We believe that this paragraph indicates mutual indemnification. |
| 60. | Special Terms and Conditions | 32 | 55-56 | We are also requesting a change of <i>Section 32: Term of Contract and Option to Renew</i> , from three (3) initial years with two (2) one-year options to extend, to two (2) initial years with three (3) one-year options to extend. This request is due to the potential of federal | It will not be necessary to address the "Term of Contract and Option to Renew" section because the pricing schedule identifies alternate pricing if a cost-based reimbursement methodology goes into effect. In addition, if there are unforeseen significant changes to the contract due to federal regulation, AHCCCS may work with the contractor to renegotiate the terms. |

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| | | | | regulation revisions and the changes caused by opening up the School's Medicaid State Plan as a result of the cost-based reimbursement program, both which could cause a change in vendor revenues. | |
| 61. | Special Terms and Conditions | 30. Payment Recoupment | 55 | Does the Contractor have the authority to enforce, within the contract between LEA and Contractor, deductions or seek repayment from LEAs for denied, deferred, or unallowable claims that were found in audits, reviews or other means to be inappropriate claims that had previously been paid to the LEA by the Contractor? | Yes. |
| 62. | Special Terms and Conditions | 37. Performance Bond | 57 | What is the amount that will be required in the Performance Bond? | The performance bond is based on 100 percent of one month's total Medicaid School Based program dollars. |
| 63. | Special Terms and Conditions | 30. Payment Recoupment | 69 | The RFP seems to assign liability to the Contractor for both the DSC and MAC programs. What protections are afforded to the Contractor for these State-developed and state and federally regulated programs? For example, if the federal government adjusts a policy interpretation and attempts to apply it retroactively with the effect of taking back money from LEAs, how is the Contractor responsible both fiscally and programmatically? | The intent of the contract is to make sure the Contractor is enforcing all current state and federal regulations. It will be the responsibility of the Contractor to return any administrative fee paid for the period of adjustment. |

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| 64. | Attachment B – Chart of Deliverables | Quarterly Reports | 64 | Should the initial date for the first detailed report of compliance review results be October 1, 2010 rather than May 1, 2010? | The initial date of the compliance review results report should be May 1, 2011. This amendment includes a revised Attachment B, Chart of Deliverables. |