

**NQF RFP 2009-02  
MEASURE DEVELOPER**

**QUESTIONS AND ANSWERS**

**Question 1.** Are pages 23 and 30 of the Sample IDIQ Subcontract purposely left blank?

**Answer:** Yes

**Question 2.** In the Sample IDIQ Subcontract, Part 3.1.B (p.16), can the words “, as applicable.” be added at the end of the first sentence? This would recognize that the particular circumstances of a proposed subcontractor may indicate that some of the listed clauses may not apply to its circumstances. A similar qualification appears at the end of the first sentence of the paragraph of text on p. 18.

**Answer:** Yes, the words “as applicable” can be added to those two sentences.

**Question 3.** If, upon completion of its review of the various terms, certifications, etc. of the Sample IDIQ Subcontract, a proposed subcontractor believes that it may be justified in proposing a modification to some part of the Sample IDIQ Subcontract, should the proposed subcontractor submit its proposed modifications as part of its Proposal? If yes, what section of the proposal should include this information? If no, by what process or at what time should the proposed subcontractor raise any such concerns?

**Answer:** See Amendments 2 and 4.

**Question 4.** With this RFP are you seeking only bids from consulting firms or are you also seeking to create working relationships with specialty societies to create performance measures?

**Answer:** NQF is seeking bids from organizations that can provide the measure development services as described in the Statement of Work (SOW).

**Question 5.** The RFP indicates that “Overall, measure developers shall have an established record for successful, evidence-based measure development and have received prior NQF endorsement of a developed measure(s).” Our organization has numerous measures that are currently being considered by several NQF workgroups. While none have been formally endorsed to date, many have been well received. Is it still possible for us to respond to this RFP?

**Answer:** Yes. Response should provide this information in the proposal.

**Question 6.** Throughout the solicitation, the term “outcome measures” is used. Does this preclude the development of process or other types of measures?

**Answer:** No. Specific measures to be developed will depend on results of a performance measurement gap analysis and the direction provided to NQF by DHHS staff.

**Question 7.** Will individual measure development requests be for individual measures, or sets of related measures?

**Answer:** Requests could be for individual measures or sets of measures and depend upon the direction provided to NQF by DHHS. However NQF anticipates that most requests will be for measure sets, particularly measures that can be incorporated in the episodes of care framework.

**Question 8.** Will NQF prescribe a specific methodology for tracking expenditures (i.e., software, etc.)?

**Answer:** It is the intention of NQF to award the task assignments as firm fixed price contracts. NQF will also seek competition at the task assignment level.

**Question 9.** What is the definition of a price measure (Page 2, 1<sup>st</sup> paragraph, 2<sup>nd</sup> bullet)?

**Answer:** The definition of a price measure will be determined by the offeror in collaboration with NQF and DHHS staff when the task assignment is issued.

**Question 10.** Is there a distinction between price and cost measures?

**Answer:** Any distinction between price and cost measures will be determined by the offeror in collaboration with NQF and DHHS staff when the task assignment is issued.

**Question 11.** What is the relationship of a price measure to an efficiency measure?

**Answer:** The relationship of a price measure to an efficiency measure will be determined by the offeror in collaboration with NQF and DHHS staff when the task assignment is issued.

**Question 12.** (Page 2, 3rd paragraph). While it is noted that a maximum of 10 measure development requests per year may be offered to a contractor, is there a minimum number that may be offered to each developer?

**Answer:** No.

**Question 13.** What is the definition of a set of measures for purpose of contract (Page 3, 1st paragraph, 1st sentence - With reference to "a set of validated measures")?

**Answer:** A set of measures refers to measures related to a specific topic or condition. The number of measures within a set will be further defined when task assignments are issued by NQF at the direction of DHHS.

**Question 14.** Will task assignments be issued to focus/create inter-related measures organized in a set?

**Answer:** Task assignments can be for a variety of measures as described in the SOW and may include inter-related measures that can be incorporated into the episode of care framework.

**Question 15.** What comprises a “validated” measure for the purpose of this contract?

**Answer:** A validated measure is one that has been tested according to and consistent with standard industry requirements.

**Question 16.** What is meant by competitive bid (Page 3, 4th paragraph, last 2 sentences)?

**Answer:** It is paramount to NQF to discern the “best value” for the federal government, and accordingly, NQF will solicit and encourage competition for this general contract and the anticipated task assignments that will be issued as requested by DHHS. See evaluation criteria contained in the SOW.

**Question 17.** What are criteria for technical merit?

**Answer:** See Volume IV: Evaluation Criteria of the RFP.

**Question 18.** What is relationship of a competitive bid and technical merit?

**Answer:** See the answers to Question 16 and Question 17 above.

**Question 19.** (Page 4, 1.3 Specific SOW Tasks Performed for Each Measure Development Task Assignment). Is there a schedule for the release/distribution of task assignments (e.g., will the task assignments for a given year be issued at the same time)?

**Answer:** At this time there is no schedule to release task assignments.

**Question 20.** What is average time for a task assignment from initiation to completion? Does the timeline for completing a task assignment take into consideration varying timelines based on de novo development, adaptation of existing measures or a combination of de novo development and adaptation?

**Answer:** There is no average timeline for a task assignment. Timelines will reflect the nature of the work to be done and should be proposed by the offeror when responding to individual task assignments. Final timelines for each task assignment will be mutually agreed to by NQF and contractor.

**Question 21.** Will NQF provide the technical resources to assist measure developers in aligning measures with electronic methods of collection (e.g., HITSP, NLM, etc.)?

**Answer:** NQF will not provide technical resources per se, however, there are resources related to this issue on the NQF website (e.g., HITEP Reports).

**Question 22.** (Page 4, Task 2,) With respect to Measure Development Approach will NQF issue the call for measures sought for a specific task assignment, or will the offeror issue the call for measures?

**Answer:** The offeror will issue the call for measures if needed; however this does not preclude a call for measures by NQF. This process will be determined for each individual task assignment issued by NQF at the direction of DHHS.

**Question 23.** What will be the level, rigor extent of testing required/expected for each task assignment for measure development (e.g., testing time period, # of test sites, # of cases to be reviewed, duration of data collection)?

**Answer:** The level of testing will be determined and proposed by the offeror in their response to the individual task assignments issued by NQF at the direction of DHHS.

**Question 24.** (Page 5, General Task Assignment Management Plan). It is unclear if this is to be developed as part of the solicitation response, or for each task assignment.

**Answer:** The solicitation response should demonstrate the offeror's approach to the management of multiple task assignments which is documented in the General Task assignment Management Plan. Each individual Task assignment will require a specific Task assignment Management Plan (TOMP).

**Question 25.** If for each task assignment, is it anticipated that TOMP will differ for each task assignment?

**Answer:** The TOMP requirement will be identified as part of the Task assignment RFP's and is expected to be different depending upon the measures to be developed.

**Question 26:** How will "level of effort" be defined?

**Answer:** Level of effort refers to resources expended to complete the task and produce the deliverables required.

**Question 27.** (Page 6, Quality Assurance (4th bullet). What are the components of a field testing plan? Is this a pre-established plan set forth by NQF or as defined by the offeror?

**Answer:** The field testing plan will be proposed by the offeror in response to each individual task assignment and approved by NQF.

**Question 28.** (5th bullet) Who (e.g., NQF staff, offeror staff)/what is the "research team" noted?

**Answer:** In relation to the field testing of measures, the research team is the offeror or designee and the point of contact at the site that will be testing the measure.

**Question 29.** (Page 8, Task 9, 3rd bullet) What would an "annual measure update" consist of? What is the definition of a material change?

**Answer:** An annual update would consist of any changes of measure(s) specification(s) that occurred in the past year. For the definition of a "material change" please see the NQF Measure Maintenance Policy located on the NQF website. ([www.qualityforum.org](http://www.qualityforum.org))

**Question 30.** (Page 14, Evaluation Factor I) Who comprises the "NQF Evaluation Panel" (e.g., NQF staff, external experts, combination)?

**Answer:** It is anticipated that the NQF Evaluation Panel will consist of independent individuals external to NQF who will select the contractors for the NQF RFPs based upon established criteria.

**Question 31.** It was very helpful that the RFP included information on how many task assignments each measure developer will have the opportunity to respond to in a given year. Can you provide an estimate or range of how many Measure Developer contracts the NQF anticipate awarding as a result of this solicitation?

**Answer:** The number of contracts will depend on the level of response and the technical quality of the proposals received. NQF anticipates awarding 3-5 contracts as a result of this solicitation.

**Question 32.** On page 2 and elsewhere, the RFP states that the measure developer shall agree to all duties specified by the NQF as measure stewards including putting measures through the NQF Consensus Development Process for endorsement, annual updates and measure maintenance. For measures developed under this contract, where does NQF anticipate funding for the endorsement process, annual updates and measure maintenance to come from? Will such work be paid for by the NQF under the measure developer contract?

**Answer:** It is anticipated that measure maintenance activities will extend through the life of the contract. Each task assignment contract will spell out what activities will be part of the contract and therefore should be taken into consideration when submitting a bid.

**Question 33.** In our technical response, we were going to discuss our organization's approach to performing the tasks described in Volume 1, Section 1.3. Since this solicitation is not for a specific activity, we were planning to augment our response with examples and lessons learned based on our experience performing these activities. Does this approach match the NQF's expectations? Is there any additional information the NQF would like to see in the technical response section of the proposal?

**Answer:** Yes, your approach meets the expectations of NQF. Any other information pertinent to the tasks described in this section should also be included.

**Question 34.** Regarding the format of the proposal document:

a.) Does the past performance part (6 pages + the Gap Analysis table) count against the 30-page technical limit?

**Answer:** No.

b.) Is the format for the 30-page proposal single or double spaced?

**Answer:** Single spaced.

c.) If the 30-page limit presumes double spacing, can the 2-page resumes and 2-page past performance write-ups be single spaced?

**Answer:** The documents can be single spaced.

**Question 35.** For the Gap Analysis table as part of the past performance submission (page 12 of the RFP), should this be completed only for publicly reported measures or for other measures as well?

**Answer:** The Gap Analysis table should be completed for all measures.

**Question 36.** The conflict of interest clause (H.5) appears to preclude many existing organizations which generally perform quality measurement work for Federal agencies from continuing to perform measure development work for any Federal agency. Will NQF consider any exemptions, waivers, or other types of mechanisms (e.g. firewalls) that would allow such organizations to work on potential NQF task assignments under this IDIQ so that their expertise can be leveraged on behalf of NQF and other Federal agencies?

**Answer:** If the Offeror foresees any possible issues under the Conflict of Interest section H.5, the offeror should follow the waiver procedures identified in Section H.5

**Question 37.** What is the expectation of NQF regarding the duration of the role of the measure developer as a measure steward? For example, does the responsibility for measure stewardship end with the completion of the project period for the IDIQ (January 13, 2013)?

**Answer:** It is anticipated that the responsibility for measure stewardship under separate task assignments will coincide with the IDIQ contract period. This will be covered in each task assignment contract that will be issued in the future.

**Question 38.** The solicitation on page 3, in “Section 1.2 Scope of Work Background,” specifically indicates that “required measures” shall be placed in the public domain. The NQF “Agreement with Measure Stewards” (Attachment 1), however, provides some proprietary protections for “complex measures” that require the use of proprietary (non public domain) grouper, risk adjustment or other similar methods that are essential to calculating a measure. Since this involves government related procurement, what are the expectations of NQF regarding the status of any “complex measures” that maybe developed under the IDIQ for NQF?

**Answer:** See Amendment 4.

**Question 39.** What are NQF’s expectations regarding the funding source for testing of measures? For example, will the costs to compensate providers for participation in a measurement testing need to be covered under the task assignment project funded through the IDIQ, or will NQF be providing funding for actual testing of measures separately from the funds made available through the IDIQ?

**Answer:** Adequate testing of a measure(s) is part of measure development and should be included in the overall cost to develop the requested measures. Therefore, it should be included in the total price the offeror is requesting to provide services to complete the work of the task assignment.

**Question 40.** On whose website are the measure specifications to be posted (e.g., NQF, CMS), or is the expectation that the IDIQ subcontractor is to create a separate public domain website to host the measure information?

**Answer:** To be posted separately.

**Question 41.** We would like to confirm whether any of the following would be considered as a circumstance of potential conflict of interest relative to the NQF Measure Developer Solicitation:

- Entities that are involved in health care claims adjudication and payment;
- Entities that have developed evidence-based medicine tools;
- Entities that have conducted work directly with CMS on measure development;
- Entities that may be involved in reporting performance measures to payers?

**Answer:** If the offeror foresees any possible issues under the Conflict of Interest section H.5, the offeror should follow the waiver procedures identified in Section H.5

**Question 42.** Is the past performance template and gap analysis table available for download as a document that we would then complete? If not, we can reconstruct it.

**Answer:** Yes, it will be available for download from the NQF website.

**Question 43.** We are confused by the intellectual property rights contained in the Solicitation. Article 2.7 of the Sample IDIQ Subcontract indicates that the Subcontract will be governed by FAR clause 52.227-17 Rights in Special Works. This clause provides that the Government will own all rights in data and the subcontractor cannot even use data first produced (in this case measures) under the contract without the Government's permission. This provision appears to conflict with language on page 3 of the Solicitation which indicates that,

“measure developers shall develop and place required measures in the public domain (i.e., provide them as a public good that is free of charge to all users); put the measures through the NQF Consensus Development Process for endorsement; and, if endorsed, shall agree to all duties specified by the NQF as measure stewards including annual updates and measure maintenance. See Attachment 1 for an example of our Measure Steward Agreement”.

The language of 52.227-17 is inconsistent with the view that the measure developer has any ability to place the measures in the public domain and further, places the measure developer in the unequal and in some instances untenable position of not being able to use the measures developed under the Subcontract without the Government's consent even though member's of the general public are free to use the measures at will. Is it the intent of HHS and NQF that measure developers have to get permission for every use of measures developed under the Subcontract? Are the measures truly to be placed in the public domain without any notation of copyright which would protect the integrity of the measures? If that is the case, NQF would be put in the position of enforcing these requirements to ensure that NQF endorsed measures being used in the market place truly follow NQF endorsed specifications? [sic] In our experience in reviewing health plans under [redacted] program, we have found that in a number of

cases measures that are being used and touted as “NQF endorsed measures” do not comply with critical elements of the NQF endorsed specifications. We also do not understand how the intellectual property provisions and the duties specified in the Sample Agreement with Measure Stewards are to be reconciled with FAR 52.227-17 and the terms of the Solicitation.

**Answer:** It is the intent of NQF to flow down and apply the intellectual property provisions of the Prime Contract, including FAR 52.227-17. Thus, offerors must agree to comply with that clause under any resulting subcontract. Selected subcontractor(s) work will be governed by the terms and conditions of the Sample IDIQ Subcontract included as Attachment 3 to the Measure Developer Solicitation (as finalized), any task assignments awarded thereunder, and the terms and conditions of NQF’s Prime Contract with the Government, as applicable to the work to be performed by the selected subcontractor(s).

The Sample Agreement with Measure Stewards was included as an Attachment to and referenced in the Measure Developer Solicitation as an illustrative example of the type of maintenance responsibilities selected subcontractor(s) may be required to perform under Task 9 of the Measure Developer Solicitation Statement of Work. Any such maintenance work to be performed by selected subcontractor(s) will be governed by the final IDIQ Subcontract between the parties, the task assignment pursuant to which the maintenance work is to be performed and NQF’s Prime Contract with the Government, as applicable to the work to be performed by the selected subcontractor(s). The Solicitation (and any resulting work thereunder) is not governed by the Sample Agreement with Measure Stewards, including the intellectual property provisions included therein.

Please also see Amendment 4 to the Measure Developer Solicitation. Attachment 1, the Sample Agreement with Measure Stewards and references thereto have been deleted from the Measure Developer Solicitation.

**Question 44.** On page 3 of the Solicitation it indicates that a pool of qualified measure developers will be selected as a result of the Solicitation and that “[M]easure developers may request to collaborate with other pre-qualified NQF offerors while bidding on individual task assignments.” [Offeror] would like clarification that this provision is not intended to mean that we cannot subcontract with non-prequalified parties to perform work under specific task assignments (of course any such subcontracts would be subject to NQF’s approval).

**Answer:** The provision is not intended to mean that pre-qualified NQF offerors are precluded from proposing the use of non-prequalified offerors as potential subcontractors for task assignments issued under the Measure Developer IDIQ subcontract.

**Question 45.** [T]he Solicitation references the fact that measure developers must agree to all “duties” of a Measure Steward specified by NQF. Are there additional duties not specifically spelled out in the Sample Measure Steward Agreement? Since these measures are essentially being developed for CMS and NQF as special “works for hire,” is it envisioned that funding will be provided under the IDIQ for the measure developers to fulfill the duties required of the measure stewards by NQF (going through the NQF endorsement process, measure maintenance, measure updating, resubmission of



measures for endorsement every three years, responding to questions about measures from the public, costs of maintaining a website)?

**Answer:** Any additional “duties” expected of a Measure Steward that are not expressly identified in the Measure Developer Solicitation will be identified on a task assignment by task assignment basis.

NQF expects selected subcontractor(s) invited to compete for individual task assignments issued under the resulting Measure Developer IDIQ Subcontract to price proposals as necessary for each to accomplish all of the work as specified in the Measure Developer Solicitation and applicable task assignment. Thus, at the time task assignment solicitation(s) are issued, a solicited subcontractor will be able to evaluate any additional duties required and price its proposal accordingly.

**Question 46.** [Offeror] appreciates NQF’s need to assess the ability of measure developers to quickly respond to changes in task assignments and appropriately staff work awarded under a task assignment. That being said, we are uncomfortable with the requirement that a measure developer must provide NQF with a list of all relevant staff members and any additional information about staff that NQF requests but there is no agreement on NQF’s part not to solicit a measure developer’s staff for employment by NQF. Since NQF is the prime contractor under this IDIQ with extensive hands on oversight responsibilities (including weekly progress and feedback meetings as well as oversight of how measure developers respond to questions from the public) coupled with NQF’s consensus endorsement process, NQF’s staffing needs are likely to greatly expand and measure developers might be prime staffing targets for NQF. This non-solicitation provision should apply to both NQF and the measure developer to also protect NQF from the loss of their staff.

**Answer:** NQF intends to use the information submitted by offerors for the purposes of evaluating proposals in accordance with the evaluation criteria stated in the RFP. Offerors are encouraged to mark proposal contents with appropriate restrictive legends. To the extent an offeror believes that additional provisions are necessary for the Sample IDIQ Subcontract, the offeror is directed to follow the Bid Instructions to the Measure Developer Solicitation for proposing such additions.

Offerors shall note in the Transmittal Letter (RFP, Volume 5, Section 5.1 A.) any exceptions to the mandatory requirements of the Solicitation and/or the Sample IDIQ Subcontract or other contractual demands required by offeror(s). Such exceptions and contractual demands should be explained in detail. NQF reserves the right to reject nonresponsive or otherwise unacceptable proposals which may be ineligible for award. See Amendment 4.

**Question 47.** While [offeror] understands the need for the Government and NQF to have safeguards in the Subcontract against the delivery of inferior work, the current provisions in Article 2.2 of the Subcontract require measure developers to bear unacceptable open-ended financial risk and it is unclear as to what constitutes “acceptance” of work under the Subcontract. For example, the Subcontract says that “All work under this Subcontract is subject to the inspection and final acceptance by the Agency and Prime.” Furthermore, “[I]f any work performed by the Subcontractor fails to meet the requirements of this Subcontract, the Prime may require the Subcontractor to perform the work again at no additional cost.” We do not understand what these

provisions mean in the context of the NQF endorsement process. Does this mean that if measures are not endorsed by NQF, the measure developer bears all the financial risk of having to redo the measures without any additional payment? What if measures are endorsed by NQF but the Government does not accept the measure? What does it mean for measures to be accepted? It is particularly important for non-profit organizations to have some type of reasonable limitations on redoing work. A definition of what constitutes acceptance also needs to be included in the Subcontract.

**Answer:** Offerors are expected to deliver services and deliverables that conform to the requirements of the Prime Contract, the Subcontract and applicable task assignments. Offerors are directed to Sections 1.3 and 1.4 of the Measure Developer Solicitation. Selected subcontractor(s) will be expected to perform the SOW tasks identified in Section 1.3 for each task assignment awarded, as well as any additional tasks identified in individual task assignments. Offerors similarly are expected to furnish technical deliverables in accordance with Section 1.4 and any applicable task assignments. To the extent an offeror takes exception to a term of the Sample IDIQ Subcontract, the offeror is directed to follow the Bid Instructions to the Measure Developer Solicitation for doing so.

Please also see Amendment 4.

**Question 48.** Article 2.4 of the Subcontract provides for the Government and/or the NQF as the Prime to make changes to task assignments including revisions to the scope and timing of work to be performed. While Sections 2.4 B. & C. indicate that the measure developer can request a price adjustment as a result of a change in the scope or timing of a task, the Subcontract states in 2.4 D. that the “failure to agree to any adjustment shall not excuse the Subcontractor from proceeding with the contract as changed.” This may be a significant barrier to organizations bidding on task assignments under the IDIQ. It would be in the best interest of all for this section to be reconsidered and some agreement on price to be included as a requirement.

**Answer:** NQF is committed to negotiating modifications to task assignments in good faith with selected subcontractor(s), including, without limitation, pricing adjustments resulting from changes to task assignments. The Prime Contract contains a Changes clause, as a mandatory term that is required by operation of law and regulation. Offeror’s request for reconsideration and change to 2.4 D. is inconsistent with NQF’s obligations under the Prime Contract. The Disputes clause in NQF’s Prime Contract requires NQF to continue to perform work as changed pending agreement on modifications, if any. NQF needs a parallel commitment from its subcontractor(s). Accordingly, NQF is not amending this provision.

**Question 49.** [Offeror] appreciates that the Subcontract incorporates prohibitions on conflicts of interest typical of contracts with the Government with respect to exclusion from performing work on a contract where a party has assisted the Government in developing specifications or been involved in preparing a statement of work. What we do not understand with respect to the Solicitation and what concerns us are the additional provisions in H.5. which would appear to prohibit a measure developer if it performs analytical, evaluation, study or similar work under the IDIQ from performing “any such work on any of its products or services, or the products or services of another firm for which the Contractor performs similar work.” [Offeror] is in the business of developing measures, doing analytical and evaluation work on measures and conducting

studies on measures. We also use these analyses and evaluations to assist our work of implementing measures in the market place. Sometimes we contract with third parties to support this work. How would the conflict of interest provisions incorporated into the Subcontract impact [Offeror] and other measure developers' ability to perform work on their own products or their ability to perform work for third parties. What is meant by the prohibition of performing "similar" work and what is meant under the definition of "similar"?

**Answer:** NQF is not in a position to respond to the offeror's question to the extent that it seeks legal advice regarding the interpretation of Clause H.5. NQF notes that H.5 is a mandatory clause from NQF's Prime Contract. The clause comes directly from the Prime Contract and is a term and condition of doing business with the U.S. Government. NQF cannot waive the requirements of the clause. Similarly, NQF cannot determine the existence or non-existence of actual or apparent conflicts until specific task assignment work is defined. As appropriate, consistent with the terms of Clause H.5, NQF may sponsor requests from selected subcontractor(s) for waivers of the requirements of Clause H.5, and the Government shall have the final authority to accept or reject these waiver request(s). Such requests can be submitted now for known actual or apparent conflicts, or at the time of issuance of task assignment solicitation for a conflict that only becomes evident then.