

State of Mississippi State and School Employees Health Insurance Management Board

Request for Proposal for Medical Claims and Performance Audit Services

Amendment Number One  
Vendor Questions and Board Responses  
October 9, 2018

- 1. In respect to the RFP, Section 5, References, Number 3: Could you please define what is meant by “discontinued use of services”? Is this limited to clients that have terminated our services prior to contract completion? If no, please provide specify examples of what is considered a discontinued use of service.**

*As stated in the RFP, Section 5, References, Number 3, the proposer should “List all clients that have discontinued use of your services since January 1, 2016 and your understanding of their discontinued use of your services.” This question is related to any company which terminated services with your company prior to the expiration of the respective contract.*

- 2. In respect to the RFP Introduction: What were the fees paid to Claims Technologies, Inc. for each audit period under current contract?**

*The incumbent’s professional fees are not considered relevant to this procurement. Proposers should submit their most competitive proposal for consideration.*

- 3. In respect to the RFP, Section 3, Scope of Services, Section A: Could you make the current contract between the Board and BCBS of Mississippi available so bidders can understand the specific contractual standards? If not the contract, could you provide us with the Performance Guarantees?**

*The RFP describes the scope of services for the audit. The selected auditor will be provided sufficient information to perform the audit.*

- 4. In respect to the RFP, Fee Schedule: The introduction on page 4 indicates a “firm fixed price contract”, whereas the Fee Schedule suggests payment will be made per hour, plus travel, up to a maximum. What type of contract/payment method will this be?**

*Compensation will be based on an hourly rate for actual hours worked with a not to exceed maximum project cost. The “firm fixed price contract” is in reference to the hourly rates submitted as part of the proposal cannot be adjusted, increased or decreased, unless there is a specific change to the contract Scope of Services.*

- 5. Page 20 of 31 – Section 6. Service Plan, Subsection 6.2 Medical Claims and Performance Audit Services starts with Question 3. Was this unintentional? Or are two questions missing? Same for Subsection 6.3 and Subsection 6.4. They appear to be numbered sequentially starting with Subsection 6.1 rather than re-starting at Question 1 for each subsection.**

*The questions in Section 6, Service Plan, are sequentially numbered.*

- 6. Would the State consider using Contractor's template agreement for audit services in place of the State's Draft Contract?**

*No. Please see the provided draft contract. Any suggested alternative language to non-mandatory clauses may be included in your proposal in Section 9, Statement of Compliance.*

- 7. Is the State opposed to adding a limitation of liability provision into the draft contract, placing a cap on certain liability?**

*Please refer to Item 39 in the draft contract.*

8. **Can an alternative audit approach to the statistical sample be presented?**  
*No.*
9. **The requirements per Section 3 A state "... including readjudicating medical claims to evaluate .....". Is the State expecting the readjudication will be performed through the onsite audit of the claims or performed through electronic means?**  
*While certain audit functions can be performed electronically, the selected auditor will be expected to be on site for a portion of the audit.*
10. **For the operational review, please explain what type of review is expected to evaluate communication of the Plan's benefits, policies and procedures.**  
*Please see the Scope of Services in Section 3 of the RFP.*
11. **Section 2, Item 3 – Please elaborate on the Boards expectations related to this minimum requirement as it speaks to a screening of all claims, yet in the scope of services, Section 3 A it is a requirement that the audit be based on a statistically valid random sample of claims.**  
*In addition to the random sample described in the Scope of Services, the selected vendor will be expected to perform a screening of all claims processed by the third party administrator during the review period to identify trends or aberrances in processing.*
12. **Can the Board confirm whether BCBS Mississippi will provide all the necessary documentation to allow the auditor to effectively audit the medical claims including but not limited to pricing and fee schedules, access to the claim system, provider information, etc.? This documentation must also be provided for all Host Plan claims that are selected through the statistical sampling process.**  
*The third party administrator will provide the appropriate information necessary for conducting the audit.*
13. **Will the Board consider proposals with Flat Fixed Audit Service Fees versus hourly rates as outlined in Section 7? Flat fees would be broken out by project (i.e., Claim Audit, Operational Audit, etc.). Travel would be billed at cost and in accordance with the terms outlined in Section 7.4.**  
*Proposers are requested to submit hourly rates and maximum project fees (inclusive of travel) as described in Section 7.*
14. **How many unique and separate medical plan designs need to be audited? Please clarify if there are any retiree medical plan designs to be included in the scope of the medical plan audits. Does the State have a fully insured Medicare Advantage plan?**  
*Please review the Plan Document for a description of the coverage options. The State and School Employees' Health Insurance Plan (Plan) does not have a Medicare Advantage plan.*
15. **Would the State entertain language that clarifies that the successful bidder may rely on the data provided by the state and is not responsible for data clean up or inaccurate data?**  
*The Board will work closely with the selected vendor to finalize a contract which is acceptable to both parties.*
16. **Would the State entertain language that sets out a limitation of liability on asserted negligence or breach of contract, without limiting gross negligence or willful misconduct, to a mutually agreeable amount?**  
*No. Please refer to Item 31 in the draft contract.*
17. **Would the State entertain language that clarifies that the indemnity is solely triggered when a claim from a non-party arises against the state that is due to the successful bidder's fault?**  
*No. Please refer to Item 31 in the draft contract.*

**18. Would the State entertain language clarifying that the insurance carried could be edited?**

*Any suggested alternative language to non-mandatory clauses may be included in your proposal in Section 9, Statement of Compliance.*

**19. Would the State entertain a non-solicitation of employment clause that allows exceptions for non-targeted general job recruiting?**

*Any suggested alternative language to non-mandatory clauses may be included in your proposal in Section 9, Statement of Compliance.*

**20. If HIPAA / HITECH non-compliance is identified by the pharmacy or medical operational audit is the firm expected to remedy the issue, for example create the correct HIPAA form or design a Security compliance strategy?**

*The selected auditor will be expected to communicate to the Board any issues of non-compliance with HIPAA/HITECH identified during the audit.*

**21. Whether companies from outside USA can apply for this?**

*As stated in Section 2, Minimum Vendor Requirements, #5 “All services performed on behalf of the Board must be provided within the United States.”*

**22. Whether we need to come over there for meetings?**

*Yes. As stated in Section 3, Scope of Services, item B, “For any medical claims and performance audit performed, the auditor will provide a comprehensive, detailed written report to include the methodology used by the auditor, the pharmacy claims and performance audit findings, recommendations to the Board regarding such findings, and provide an oral presentation of the report, if deemed necessary by the Board.”*

**23. Can we perform the tasks (related to the RFP) outside USA?**

*As stated in Section 2, Minimum Vendor Requirements, #5 “All services performed on behalf of the Board must be provided within the United States.”*

**24. Can we submit proposals via email?**

*No. Proposals must be submitted in writing. As stated in Section 1, Introduction, #1.3, Instructions to Proposers, “Proposals submitted by fax or by electronic mail will not be accepted”.*

**NOTE: This amendment is hereby made a part of the State and School Employees Health Insurance Management Board’s Request for Proposal for Medical Claims and Performance Audit Services (RFP). This document must be signed and returned with your response to the RFP to acknowledge that you received the amendment and that you have accounted for it in your response to the Request for Proposal.**

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Authorized Signature of Proposer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name of Proposer