

MDFA OI Request for Proposals for Medical Claims & Performance Audit Services
MDFA OI RFP RFX Number: 3120002810
Amendment One
Issue Date: August 2, 2024

The Mississippi Department of Finance and Administration (MDFA) Office of Insurance (OI) through this Amendment One, modifies the original MDFA OI RFP RFX 3120002810 issued on July 11, 2024.

1. The **attached Questions and Answers document** is incorporated fully along with this Amendment One as part of MDFA OI RFP RFX 3120002810.

Please acknowledge receipt of MDFA OI RFP RFX 3120002810 Amendment One by signing and returning this amendment, along with your proposal, **on or before 2:00 PM CST, August 14, 2024**. This acknowledgment should be enclosed in your proposal packet in accordance with the submission instructions located in the RFP. **Failure to submit this acknowledgment may result in rejection of the proposal.**

Company Name: _____

Printed Name of Representative: _____

Date: _____

Signature: _____

RFP RFx # 3120002810
RFP for Medical Claims & Performance Audit Services
Procurement Questions and Answers

	Procurement Section, Page Number	Date Received	Question (As submitted)	Response
1.	RFP Appendix A, Draft MC&PAS Contract Section B ix, Page 3	07/25/2024, 12:28 PM	Medical Claims and Performance Audit Services - Please confirm that the firm will be paid for time associated with the preparation and providing testimony and/or any legal or audit proceedings.	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.
2.	RFP Appendix A, Draft MC&PAS Contract Section 2.B, Page 4	07/25/2024, 12:28 PM	Contract Term - What if the firm cannot return all information provided by MDFA since we must maintain certain records under professional standards?	<p>Please refer to RFP Section 2.2.5 and Appendix A, Draft MC&PAS Contract Sections 1.B.v, 2.2.5, 11, 29, 45.E.4 for records guidance.</p> <p>The following may be added to Draft MC&PAS Contract Section 2.B: "The Contractor will be entitled to retain and utilize data that have been captured, computed, or stored in the Contractor's databases to the extent that such data cannot be identified or linked to the Board, the Plan, or an individual member."</p>
3.	RFP Appendix A, Draft MC&PAS Contract Section 8, Page 7	07/25/2024, 12:28 PM	Availability of Funds - Payment shall be made through the date of termination. Please confirm that the firm would be paid for work performed up to and through the date that the written notice is received.	<p>The Selected Vendor would be paid for services rendered and allowable expenses incurred up to the effective date of termination not to exceed maximum project cost.</p> <p>Because MDFA OI is not funded via appropriation, the Availability of Funds clause is non-applicable. However, said clause is required/mandatory by the Mississippi Public Procurement Review Board Office of Personal Services Contract Review Rules and Regulations and therefore non-negotiable.</p>

4.	RFP Appendix A, Draft MC&PAS Contract Section 14, Page 8	07/25/2024, 12:28 PM	Disclosure of Confidential Information - The firm will notify the other party so long as legally permissible.	As this is standard practice consistent with the Mississippi Public Records Act, any requested elucidation language such as, but not limited to, "if permitted by law" or "so long as legally permitted" will be rejected.
5.	RFP Appendix A, Draft MC&PAS Contract Section 20, Page 10	07/25/2024, 12:28 PM	Indemnification - Is the indemnification negotiable?	While we are limited on edits to the Indemnification clause, reasonable requests may be considered. Any suggested alternative language to non-mandatory clauses may be included in your proposal in Section 4, Statement of Compliance.
6.	RFP Appendix A, Draft MC&PAS Contract Section 29A, Page 13	07/25/2024, 12:28 PM	Record Retention and Access to Records - Is the firm required to provide client with access to all work papers?	It does not require access to any IT systems, data or teammates but does require access to "books, documents, papers, and/or records" - which could all be printed and made available for inspection via hard copy.
7.	RFP Appendix A, Draft MC&PAS Contract Section 29D, Page 13	07/25/2024, 12:28 PM	Record Retention and Access to Records - If the firm does not agree with audit rights, but will permit due diligence to confirm compliance with confidentiality and security requirements. Does this disqualify us as a potential vendor?	MDFA OI cannot agree to remove this paragraph. A state agency is subject to numerous oversight authorities, which may also audit the state's contracts. Thus, the Selected Vendor must agree to allow audits by any entity authorized by law to conduct such audit and that entity's duly authorized representatives. A vendor must agree to all audits required and/or allowed under the law.
8.	RFP Appendix A, Draft MC&PAS Contract Section 33, Page 14	07/25/2024, 12:28 PM	Right to Audit - What specific financial and non-financial records, specific to our engagement, are included in this Right to Audit?	The Selected Vendor should anticipate that the State may audit any record which is relevant to how the Contractor is meeting the contract requirements. Selected Vendor should anticipate that "relevant" will be defined broadly by the State. Each Vendor will have its own business processes, so it is not possible for MDFA OI to answer this question more specifically.

				<p>Records which have no relevance to performance under MDFA OI's Contract would not be included in an audit by the State. Any records which have some relevant and some irrelevant information could be redacted so that only the relevant information is available for the audit. The specific documents to be included in the audit will have to be negotiated at the time of the audit.</p> <p>Further, this will be determined by the Office of the State Auditor or other audit professional in consultation with MDFA OI at the time the audit is conducted.</p>
9.	RFP Appendix A, Draft MC&PAS Contract Section 34, Pages 14 & 15	07/25/2024, 12:28 PM	Right to Inspect - Please provide the statute that requires this Right to Inspect.	<p>MDFA OI will interpret the Right to Inspect clause broadly, without limiting its rights under the Contract or any other legal authority, please refer the following:</p> <ul style="list-style-type: none"> • Mississippi Code Ann. § 25-15-301(6) states "The information maintained by any corporation, association, company or individual, relating to such contracts, shall be available for inspection upon request by the board and such information shall be compiled in a manner that will provide a clear audit trail." • Mississippi Constitution 1890, Article V, Section 134 • Mississippi Code Ann. §§ 25-15-301, 7-7-211, 27-104-158, 79-11-285, and 11-49-7.
10.	RFP Appendix A, Draft MC&PAS Contract Section 39, Page 16	07/25/2024, 12:28 PM	Termination for Default - Would MDFA allow a carve out in the event we are unable to complete at no fault of the firm?	No.
11.	RFP Appendix A, Draft MC&PAS Contract	07/25/2024, 12:28 PM	Termination for Default - Can MDFA include a termination for convenience?	A Termination for Convenience clause is included within the Draft MC&PAS Contract or RFP Appendix A as Section 38 on page 16.

	Section 39, Page 17			
12.		07/25/2024, 12:28 PM	What are the negotiated fees for the current year's medical claims audits?	The current MC&PAS contract with Brown & Brown f/k/a Claims Technologies Inc. is viewable by the public via https://www.transparency.ms.gov/ . However, the incumbent's fees are not considered relevant to this procurement as proposers should submit their most competitive proposal for consideration.
13.		07/25/2024, 12:28 PM	Are employee benefits broker consultants who receive commissions from insurance companies and/or PBMs for placing business disqualified from participating in this RFP?	Yes.
14.	RFP Section 2.2.1, Page 6	07/25/2024, 3:21 PM	Would the State of Mississippi consider a full 100% claim review, or is there a specific reason why the State is requesting a stratified random sample?	MDFA OI requests the selected vendor to perform the random sample described in the Scope of Services as well as a screening of all claims processed by the third-party administrator during the review period to identify trends or aberrances in processing.
15.	RFP Section 2.2.1, Page 6	07/25/2024, 3:21 PM	Will the stratified random samples of medical claims be selected by the State or the TPA, and is it possible for the vendor to stratify the random samples from the overall medical claims data?	Selected Vendor determines the random sample from the overall claims data.

Question Submission Deadline: July 25, 2024, 5:00 PM CST

Response Issue Date: August 2, 2024