

Question #	RFP Section #	RFP Page #	Question	Response
1	Appendix E	68	Will this RFP also include current existing DOM recovery activities set forth in Appendix E?	CMS specifications and Section 1.3.2 of the RFP specifically exclude current DOM recovery and audit efforts from services under this procurement. Appendix E was included to inform the Offeror of current DOM recovery activities.
2	Appendix E	68	If so, and since Casualty Recovery is currently handled internally by the department, how much did the department recover by year for each of the last three years? (2007, 2008 & 2009)	Casualty Recovery is not included in this procurement.
3	Appendix E	68	If so, and since Estate Recovery is currently handled internally by the department, how much did the department recover by year for each of the last three years? (2007, 2008 & 2009)	Estate Recovery is not included in this procurement.
4	1.1	5	The RFP states, "Some of DOM's ongoing recovery efforts include medical and utilization reviews; fraud and abuse investigations; claims audits; and audits of cost reports." Does the Utilization Review scope of work currently being performed incorporate the services of a Medical Director? If yes, please explain why a Medical Director is considered key staff for the Medicaid RAC procurement.	A Medical Director may be required under this RFP depending on the types of audits and analysis proposed by the Offeror.  DOM's UM/QIO Contractor provides a Medical Director. However, this Contractor would not be responsible for assisting the Recovery Audit Contractor(s).

5	1.16.2	18	Item number 6 indicates that the contractor will be required to "Utilize generally accepted auditing standards during the course of each audit to ensure due diligence in its efforts to identify funds legitimately owed to the State." Many would argue that to perform an audit under GAAS standards, the contractor must be a CPA firm. Is this the intent of the requirement, and are there specific practices in this area that the State is seeking, or does this requirement indicate the contractor should utilize the general tenets of GAAS standards in their design and approach to identifying improper payments?	The Contractor shall follow appropriate standards for each type of engagement requested in their work plan.
6	Appendix A	58	Because contracts may be awarded to one or more contractors for specific recovery activities, is it acceptable for a bidder to submit multiple cost structures to accommodate multiple potential award scenarios?	Yes.
7	Appendix A	58	Is it acceptable for the bidder to submit costs for optional services described in the proposal?	Yes.
8	5.4.2	49	Your RFP Requests 5 years of Financial Statements. This can run into hundreds of pages. Can we submit a web link that would provide you with the financial information?	Yes.
9			Are Recovery Audit Services currently being provided by a Contractor to the Mississippi Division of Medicaid or have they previously been provided to the Mississippi Division of Medicaid? If so, could you please provide us with the name of the Recovery Audit Contractor and the amount of Recoveries the contractor found for each audit?	There is no current contractor. This is a new initiative and the services requested through this RFP are in addition to ongoing recovery activities as described in Section 1.3.2.

10			Can you provide detailed spending amounts and claim counts for the various major claims types (i.e. Inpatient Acute Care, Outpatient, and Physician)?	No information will be provided other than that available on line as referenced in Section 2.4 and information included in the appendices to the RFP.
11			Can you identify how Inpatient Acute Care claims are paid? Is it by DRG, Percent of Charges? Per Diem Rate or another type of payment modality?	DOM pays a per diem rate as described in Appendix C.
12	5.8	52	The RFP requires ongoing work plans and other items to be submitted on a regular basis. To what extend are these documents allowed to be kept confidential or do they become public information?	Work plans will be kept confidential as permitted by law and regulation.
13	1.3.2	8	The programs currently in place are broad in scope and we are wondering if there could be more specifics provided in regards to how the coordination efforts will work. It is very common within the industry for multiple vendors to be utilized in conjunction with internal efforts so this works well if coordination is clearly outlined.	DOM will work closely with the Contractor in the development of Work Plans as described in Section 1.4.1. These Work Plans shall assure non-duplication of effort.
14	1.16.2	19	On page 19 of your RFP, question 28, it says, "Identify overpayments/underpayments only for service dates after January 1, 2008. Does this imply that Mississippi's Division of Medicaid is also interested in auditing claims going back to 2008?"	Yes.
15	1.3.2	8	In section 1.3.2 of your RFP, you mandate that proposed solutions shall not duplicate any current program integrity efforts. Can you describe some of the program integrity initiatives you currently have in place?	DOM's current recovery activities are listed in Appendix E.

16	5.2	47	In the transmittal letter, you ask if vendors are registered to do business in Mississippi. We are a legal corporation registered in another state. Is there some additional registration or permit we need to provide our service in MS?	Offerors are required to register as a corporation through the Mississippi Secretary of State. Registration information may be obtained through <a href="http://www.sos.ms.gov">www.sos.ms.gov</a> .
17	1.1	5	The RFP indicates that "Contracts may be awarded to one or more Contractors for specific recovery activities." Would the Department please clarify its preference for the number of contractors to do RAC work as well as the anticipated number that will be contracted?	DOM seeks the greatest degree of expertise for the solution proposed. This may result in one or more contracts based on proposals received.
18	1.2	6	Given the holiday schedule and the fact that answers to questions will not be available until January 7; would the Department consider extending the due date for proposals by two weeks?	No.
19	1.2.1	6	The RFP requires offerors to submit a mandatory letter of intent. Would the Department please identify the firms that submitted the mandatory letter of intent?	This information will be released after contracts have been awarded.
20	1.10	13	The ability to have remote call monitoring will significantly increase contractor costs as well as the Department's cost via higher contingency fees. Would the Department consider modifying this requirement to instead be DOM access to recorded calls?	DOM will accept proposals that offer access to recorded calls rather than remote call monitoring.
21	1.16.1	18	Requirement 3 indicates that the RAC must have a system of effective communication with employers, providers, and recipients. Would the Department please describe the anticipated RAC functions that would involve employers and/or recipients?	Effective communications will be necessary for the successful outcome of this project. The Contractor shall provide a system for effective communication with DOM staff, providers and recipients.

22	1.16.2	18	Requirement 6 indicates that audits must be conducted utilizing generally accepted auditing standards. Since these standards were developed by the American Institute of Certified Public Accountants (AICPA), must audits be conducted by Certified Public Accounting firms that are the only type of firms held accountable to the AICPA standards?	The Contractor shall follow appropriate standards for each type of engagement requested in their work plan.
23	General		Is there an incumbent or is this a new requirement?	There is no current contractor. This is a new initiative.
24	General		Will the Contractor know which audits are currently in process before we start the project?	DOM will work closely with the Contractor in the development of Work Plans to assure non-duplication of effort. In addition DOM's current recovery activities are listed in Appendix E.
25	General		Is all claim information available via digital format?	Yes.
26	General		Will the Contractor be allowed to extrapolate results?	Yes.
27	1.1	5	What is the Maximum Medicare RAC contingency?	The current rate as published by CMS is 12.5%.

28	1.5.2	9	The RFP states that "Medical necessity reviews are performed only in complex cases where automated review does not render a verification of overpayment." If an automated review does not render verification of overpayment can a Certified Professional Coder review the medical documentation to determine if the documentation supports the code billed? Obviously, if clinical, medical or utilization reviews are necessary they will be conducted by certified clinicians or physicians.	The Offeror may propose use of Certified Professional Coders when appropriate.
29	1.5.2	9	Are nurses considered certified clinicians for purposes of certain reviews?	Yes. Nurse reviews are appropriate for some levels/types of reviews. Some reviews will require Physician review in accordance with Sec. 41-83-31, et seq. of the Mississippi Code Annotated of 1972, as amended.
30	Appendix A	58	How is Contractor able to project recoveries without knowing the current recovery effort under way (which may not be duplicated) and the amount of such recoveries?	The Offeror must determine how best to estimate recoveries under its proposal.
31	Appendix A	58	Will the Contractor be held responsible if it identified legitimate overpayments but the State is unable to recover all of the overpayments? Such situations could impact the ability of the Contractor to accurately project recoveries.	DOM is highly committed to the success of this endeavor. DOM will diligently pursue recovery of overpayments identified by the Contractor. The Contractor will be paid for overpayments actually recovered.

32	1.4.1	8	<p>I understand that claims with dates of service prior to 1/1/08 cannot be recovered. Would DOM provide 2007 data strictly for the comparison to the 2008+ data for the purpose of maximizing data mining activities?</p> <p>Will data sources other than claim transactions, such as eligibility and coordination of benefits information be made available to the Contractor?</p>	<p>2007 claims data and other data will be provided to the Contractor when determined appropriate during the Work Plan development stage.</p>
33	1.3.2	8	<p>What information/reports are currently available to the Contractor for purposes of identifying claims/ providers/ beneficiaries</p>	<p>The contractor may make recommendations for specific data usage with predicted results during the Work Plan development stage.</p>
34	1.4.2	9	<p>Please further describe instances when DOM will permit the Contractor to recover monies based on sampling and extrapolation rather than identification of exact overpaid amounts on specific claims.</p>	<p>Sampling and extrapolation will be permitted where appropriate based on the validity of the sample.</p>
35	1.5.2	9	<p>Are there limits on the fees which providers may charge for records?</p>	<p>The regulation requires the provider to make the records available to DOM or its designee at no cost. Any cost involved with copying, scanning or mailing will be at the expense of the Contractor.</p>
36	1.6.2	10	<p>Please describe the format (and fields included) on the collections report from DOM.</p>	<p>This information will be provided after award of the contract.</p>

37	1.6.3 1.7.1	11	What percentage of DOM collections are made through offsets to future provider payments? Can you provide any statistic on days in collection?	This data is not currently available.
38	1.8	12	Can the Contractor have different fees for different activities? For example, can the contractor collect a higher fee for complex reviews?	Yes.
39	7.2.2	55	Is there any point advantage to women or minority-owned prime contractors?	No.
40	7.3	57	Will DOM make a single award or is it possible that work will be awarded to multiple vendors?	DOM seeks the greatest degree of expertise for the solution proposed. This may result in one or more contracts based on proposals received.
41	Appendix F	71	Does DOM currently receive data feeds from Mississippi insurers/administrators for the purpose of COB/TPL information? If so, will these feeds be available to the Contractor?	DOM currently has a TPL contractor.
42	General		Can you please list/describe any current cost containment vendors or DOM programs in place within Mississippi Medicaid?	DOM's current recovery activities are listed in Appendix E.



43	1.8.1	12	Please provide the current maximum fee(s) paid to the Medicare RAC.	The current rate as published by CMS is 12.5%.
44	Section 1.1	5	In section 1.1, the State of Mississippi indicates, "Underpayments will be paid on a flat fee basis equal to the same percentage rate identified for overpayments; however payments under this contract shall not exceed actual amounts recovered."  Could the state please clarify how these payments actually will be made -- by flat fee or by the contingency rate for overpayment recoveries?	Underpayments will be paid at the same rate as overpayments.
44	Section 1.1	5	The State of Mississippi indicates that the Division of Medicaid would be responsible for recovering overpayments by the selected vendor.  Given that the selected vendor will be paid based on the actual recovery of identified overpayments, what steps or procedures will the Division of Medicaid have in place that will provide assurances to the vendors bidding that their identification efforts will result in actual recoveries?	DOM is highly committed to the success of this endeavor. DOM will diligently pursue recovery of overpayments identified by the Contractor. Recovery data will be provided to the contractor regularly throughout the recovery period. Current DOM processes by which over payments are recovered are detailed in RFP Section 1.7
45	Section 1.2	6	Will the State of Mississippi consider extending the due date for an additional two (2) weeks to allow for more credible and complete responses to the proposal?	No.

46	Section 1.3.1	8	<p>The RFP states that the State of Mississippi is interested in innovative solutions to meet or exceed the requirements of the RFP.</p> <p>Does the State intend to score a proposal with innovative solutions that exceed the requirements of the RFP more favorably than those that meet the RFP requirements?</p>	Yes.
47	Section 1.3.1	8	<p>Will the State of Mississippi consider incorporating any acceptable innovative approaches as part of the overall contingency rate agreed to in this procurement or does the state intend to set innovative solutions aside and negotiate fixed cost payments for such ideas?</p>	DOM intends to pay strictly on contingency fee basis. However, the Offeror may propose other solutions provided the minimum requirements of the RFP are met.
48	Section 1.3.1	8	<p>The State of Mississippi is engaged in a wide range of program integrity overpayment and recovery activities.</p> <p>Will the State allow vendors to recommend additional algorithm analyses that may supplement current work in a specific area that are more advanced than what may be currently utilized by the DOM?</p> <p>Or will the State expect the successful vendor to only perform work in areas where no current work by the DOM is underway?</p>	The Offeror may propose various types of cost savings and recovery methods and should propose payment methodologies for each activity. Coordination of activities will be ongoing throughout the contract period.

49	Section 1.3.2	8	<p>The State of Mississippi has been performing overpayment identification and recovery efforts.</p> <p>Can the State provide the level of overpayments identified and the amount of those overpayments that have actually been recovered?</p> <p>This information will assist vendors in identifying the historic rates of return of current state efforts.</p>	This data is not currently available.
50	Section 1.3.2	8	<p>Some states use their Medicaid program as the umbrella program administering several related services.</p> <p>Does the State of Mississippi plan on asking the selected vendor to conduct reviews for overpayments and underpayments for any other programs (such as Child Health Insurance Program), or is this RFP focused solely on Medicaid?</p>	This procurement is strictly for Medicaid payments.
51	Section 1.3.2	8	<p>Effective identification of overpayments requires careful coordination with state policy staff to ensure no misinterpretation of state Medicaid policy.</p> <p>What key resources will the Division of Medicaid (DOM) make available to the selected vendor to facilitate implementation of this initiative?</p>	DOM will make available policy experts to assist with policy clarification as necessary.

52	Section 1.3.2	8	<p>In the course of overpayment and underpayment identification, our experience is we often identify gaps in existing state policy or payment systems.</p> <p>Would Mississippi be amenable to this type of policy gap analysis as part of the response to this procurement?</p> <p>Would identification of cost savings from this process be included in the negotiated contingency fee?</p>	<p>Payment will only be made on recoveries. However, DOM welcomes recommendations to improve policy and payment processes.</p>
53	Section 1.5.2	9	<p>Section 1.5.2 Clinical Review states, "It may be necessary for the Contractor to obtain medical records and perform a clinical review in order to sufficiently verify the improper payment. Obtaining medical records will be at cost to the Contractor."</p> <p>Does the DOM have a requirement in its provider agreements which require medical records be supplied by the providers?</p>	<p>The regulation requires the provider to make the record available to DOM or its designee. It will be the responsibility of the contractor to copy, scan or otherwise obtain records.</p>
54	Section 1.5.2	9	<p>If a provider is asked to submit a medical record, is this at their cost or at the DOM's cost?</p>	<p>Any cost involved will be at the expense of the Contractor.</p>
55	Section 1.5.2	9	<p>Has the DOM established set rates for copying and transmission or is it at the provider's cost?</p>	<p>DOM has not established copy rates.</p>
56	Section 1.5.2	9	<p>If there are set rates, what are they?</p>	<p>DOM has not established copy rates.</p>

57	Section 1.7.2	11	<p>Section 1.7.2 Repayment through Installment Agreement states, "In certain cases, DOM will allow providers to repay amounts through installment plans. DOM shall have the ability to approve installment plans up to 12 months in length."</p> <p>What criteria does the DOM apply to determine a provider's eligibility for an installment plan?</p>	This varies from case to case but generally is based on the amount to be recovered and the provider's ability to pay.
58	Section 1.7.2	11	<p>Annually, how many installment plans are historically granted to providers by the DOM?</p>	This data is not available.
59	Section 1.7.2	11	<p>What proportion (percentage) of provider overpayments result in granted installment plans?</p>	This data is not available.
60	Section 1.7.2	11	<p>What is the average length of a provider installment plan?</p>	Twelve (12) months.
61	Section 1.7.2	11	<p>Will DOM consider paying the contractor the full overpayment amount at time of installment plan approval if an established reconciliation process exists?</p>	Payment will be made only on actual amounts recovered.

62	Section 1.7.3	11	<p>Section 1.7.3 Compromise and/or Settlement of Overpayment states, "The Contractor shall not have any authority to compromise and/or settle an identified or possible overpayment. Compromise requests shall be forwarded to DOM for determination and negotiation. The Contractor shall receive a contingency payment for the portion of principal that was recouped, providing that a demand letter was sent based on the Contractor's identification prior to the compromise and/or settlement offer being received."</p> <p>On an annual basis, historically what percentage of identified or possible overpayments results in compromise and/or settlement of an overpayment?</p>	<p>DOM has recently changed its process for settlement and compromise. Therefore accurate information cannot be provided at this time. However, the ability to collect the full amount of overpayment is in large part dependent on the quality of the audit. DOM will diligently pursue collection of all overpayments that are properly identified.</p>
63	Section 1.7.3	11	<p>What is the average compromise/ settlement percentage to identified overpayment?</p>	<p>This information cannot be provided at this time..</p>
64	Section 1.9	13	<p>Section 1.9 Support during the Appeal Process and other Conflict Resolution states, "The Contractor shall provide support to DOM, or its designee defense of the improper payment finding throughout all levels of the administrative appeal and in regards to any other litigation or dispute resolution. This includes providing supporting documentation (including the medical record) with appropriate reference to Medicaid statutes, regulations, manuals and instructions when requested; and court appearances. The Contractor shall provide assistance and attend any hearings associated with the overpayment when requested by DOM."</p> <p>What level and proportion of administrative appeals may the contractor support by telephone?</p>	<p>In many cases witness preparation can be accomplished by telephone.</p> <p>The decision to allow a witness that cannot be present to provide testimony by telephone rests with the presiding hearing officer. Historically, hearing officers have allowed telephone testimony as long as the opposing participant does not object.</p> <p>DOM prefers principle witnesses testify in person and will coordinate the hearing date to facilitate their appearance.</p>

65	Section 1.14	16	<p>In Section 1.14 Key Personnel, the RFP requires the inclusion of a Medical Director licensed in the State of Mississippi.</p> <p>Does the State expect a significant level of medical record review or reviews of medical necessity as a result of this overpayment and underpayment RAC activity?</p>	<p>It is expected that audits that go beyond simple data analysis will require a significant level of medical review to substantiate findings. Physician level reviews are required in accordance with Sec. 41-83-31, et seq. of the Mississippi Code Annotated of 1972, as amended.</p>
66	Section 1.14	16	<p>If a significant level of medical record review/medical necessity reviews is expected, approximately what level of medical record review/medical necessity reviews have been performed by the State of Mississippi to date, such as annually?</p>	<p>DOM generally performs two levels of medical review, 1) nurse level and 2) physician level.</p>
67	Section 1.15.1 Section 7.2.2.5	16  56	<p>Section 1.15.1 Implementation Phase and Section 7.2.2.5 Project Management and Control state that the DOM would like an accounting of hours expended.</p> <p>Because this is a Contingency Based contract where contractors are paid only for amounts recovered or underpayments identified, how will hourly reporting serve the DOM?</p>	<p>Hourly data will be used to validate contractor performance and may be used by DOM to design and evaluate future initiatives.</p>
68	Section 5.7	52	<p>Section 5.7 Project Management and Control asks for "manpower and time estimating methods."</p> <p>Please clarify if the DOM is asking for FTE estimates, or a description of the methodology for determining how many FTEs are required for the RAC project.</p>	<p>The Offeror must determine the best response to this requirement.</p>

69	Section 5.8	52	<p>Section 5.8 Work Plans and Schedule asks for “a network diagram, showing the planned start and end dates for all tasks and subtasks, indicating the interrelationships of all tasks and subtasks, and identifying the critical path.”</p> <p>We believe the requested Gantt chart for this section would fulfill the requirements and a network diagram may not be needed.</p> <p>Could the DOM please provide more details about this diagram and its purpose?</p>	The Offeror must determine the best response to this requirement.
70	Section 1.18	21	<p>Section 1.18 “Failure to Meet Performance Standards” specifies the liquidated damages amounts for specific instances in which the Contractor fails to meet certain performance standards. Liquidated damages are typically the type of remedy that parties agree upon where it is impossible or difficult to prove actual damages and as such, the liquidated damage remedy is typically the sole and exclusive remedy when it is triggered.</p> <p>Neither Section 1.18 nor any portion of Section 4.0 “Terms and Conditions” states that when liquidated damages are assessed, they will be the State of Mississippi’s sole and exclusive remedy. If the RFP were to be amended to state that liquidated damages, when assessed, would constitute the sole and exclusive remedy, the State would benefit from lower pricing as bidders would not have to price that risk into the bid.</p> <p>Would the State amend the RFP to state that liquidated damages would constitute the sole and exclusive remedy when assessed?</p>	DOM will not amend the RFP.



71	Section 5.2	48	<p>Requirement nine (9) of Section 5.2 "Transmittal Letter" requires each Offeror to provide a statement in its Transmittal Letter that the Offeror has read, understands and agrees to all provisions of the RFP without reservation. However, requirement sixteen (16) in Section 5.2 allows Offerors to identify and explain any deviations from the specifications and requirements of the RFP.</p> <p>Will an Offeror who submits either supplemental terms or exceptions to the State of Mississippi's terms set forth in the RFP have its bid automatically rejected for failure to meet requirement nine (9) in Section 5.2?</p>	<p>DOM reserves the right to waive minor variances. However, DOM will determine if the variance is minor and will reject proposals that do not substantially meet the requirements of the RFP.</p>
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