

Amendment #6 to RFQ 20211210: Appendix A: Draft Contract Corrections and Clarifications

RFQ #: 20211210 / RFx#3150003991

Date: February 7, 2022

RFQ Name: Mississippi Division of Medicaid Coordinated Care

This document contains corrections referenced in Amendment 4: RFQ Questions and Answers as they relate to Appendix A: Draft Contract-Specific Questions and Answers.

Receipt of Amendment 6 Acknowledged:

(Signature)

(Printed)

(Title)

(Company)

3. Eligibility, Enrollment, and Disenrollment

Page 72 is amended as indicated in red, below:

The ~~Division Contractor~~ will be responsible for assessing eligibility and conducting enrollment for members of MississippiCAN and CHIP. Eligibility and Enrollment guidelines for each program are described in this section.

5.1.6 Additional Call Center Sufficiency Standards

Page 119 is amended as indicated in red, below:

24. The average monthly speed to answer after the initial automatic voice response is ~~forty (40)-one hundred and twenty (120)~~ seconds or less;
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Table 7.1

Page 198 is amended as indicated in red, below:

Coordination with other health and social programs such as MSDH's PHRM/ISS Program, Individuals with Disabilities Education Act (IDEA), the Special Supplemental Food Program for Women, Infants, and Children (WIC); Head Start; school health services, and other programs for children with special health care needs, such as the Title V Maternal and Child Health Program, and the Department of Human Services; Developing, planning and assisting Members with information about community-based organizations, free care initiatives, and support groups; and follow up with both the Member and any organizations to which the Member has been referred within ~~thirty (30)~~ seven (7) calendar days of referral, with assistance offered to the Member to overcome any barriers to access to the utilization of the referral organization.

7.5.1 Services for All Members/Low Risk Members

Page 199 is amended as indicated in red, below:

6. Coordination with other health and social programs such as MSDH's PHRM/ISS Program, Individuals with Disabilities Education Act (IDEA), the Special Supplemental Food Program for Women, Infants, and Children (WIC); Head Start; school health services, and other programs for children with special health care needs, such as the Title V Maternal and Child Health Program, and the Mississippi Department of Human Services; Developing, planning and assisting Members with information about community-based organizations, free care initiatives, and support groups; and follow up with both the Member and any organizations to which the Member has been referred within ~~thirty (30)~~ seven (7) calendar days of referral, with assistance offered to the Member to overcome any barriers to access to the utilization of the referral organization;
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8.20 MississippiCAN EPSDT Screening and Immunization Rate Validation

Page 226 is amended as indicated in red, below:

The Contractor must achieve the screening rates in Table 8.12 to comply with this Contract. The identified targets may be updated by the Division periodically.

Page 227 is amended as indicated in red, below:

Table 8.1 EPSDT Screening and Immunization Rates

Measure	Screening Rate Targets
Screenings	Eighty-five percent (85%) of enrolled Members under age one (1) had required screenings; Seventy-five percent (75%) of enrolled Members between the ages of one (1) and twenty-one (21) had required screenings.
Immunizations	Eighty-five percent (85%) of enrolled Members under age one (1) had required immunizations; Seventy-five percent (75%) of enrolled Members between the ages of one (1) and twenty-one (21) had required immunizations screenings .

8.21 CHIP Well-Care Child Assessments and Immunization Rates Validation

Page 227 is amended as indicated in red, below:

The Contractor must achieve the screening rates in Table 8.23 to comply with this Contract. The identified targets are in effect for the first year of operations, and the Division will update these targets annually.

16.2.4 Claims Denial Report

Page 306 is amended as indicated in red, below:

- 145.** Prior authorization,
- 246.** Claims completion errors,
- 347.** Duplicate claims,
- 448.** Services not covered,
- 549.** Services not rendered because the Member is not eligible,
- 620.** Timely filing,
- 724.** Coordination of benefits, and
- 822.** Any other denial categories utilized by the Contractor.

Exhibit C: Medical Loss Ratio (MLR) Requirements**B. Reimbursement for Clinical Services Provided to Members**

Page 331 is amended as indicated in red, below:

1. Amounts that must be deducted from incurred claims include:
 - a. Overpayment recoveries received from Network Providers;
 - b. If applicable, prescription drug rebates received and accrued by the Contractor, ~~as well as rebates available and retained by the pharmacy benefits manager;~~

C.2. Activity Requirements

Page 335 is amended as indicated in red, below:

- ix. Improve patient safety, reduce medical errors, and lower infection and mortality rates. Examples of activities primarily designed to improve patient safety, reduce medical errors, and lower infection and mortality rates include:
 - (a) The appropriate identification and use of best clinical practices to avoid harm;
 - (b) Activities to identify and encourage evidence-based medicine in addressing independently identified and documented clinical errors or safety concerns;
 - (c) Activities to lower the risk of facility-acquired infections;
 - ~~(d) Prospective prescription drug utilization review aimed at identifying potential adverse drug interactions;~~

Page 336 is amended as indicated in red, below:

- ~~(de)~~ Any quality reporting and related documentation in non-electronic form for activities that improve patient safety and reduce medical errors; and
- ~~(ef)~~ Health information technology to support these activities.

Exhibit D

Page 352 is amended as indicated in red, below:

B. Grievance

Within five (5) calendar ~~business~~ days of receipt of the Grievance, the Contractor shall provide the grievant with written notice that the Grievance has been received and the expected date of its resolution. For telephonic Grievances received, the Contractor may provide the grievant with verbal notice of expected date of resolution. If requested by the Member or the Member's representative, a written resolution will be provided.

Exhibit G: Liquidated Damages

Category 1: General - GEN

Page 388 is amended in red, below:

Reference #	Service/Component	Performance Standard	Measurement Period	Measurement Assessment	Liquidated Damages
GEN #1	General	Failure by the Contractor to meet the Performance Measure targets established by the Division.	For the Term of the Contract	Per measure, per reporting period	The Division may assess up to a 1% reduction in Capitation Payments for the reporting period of the measure if the Contractor is found out of compliance.
GEN #12	General	The Contractor must not engage in misrepresentation or falsification of information to the Division, any governmental entity, any provider, and/or any Member or potential Member.			The Division may assess liquidated damages of up to \$25,000 for each failure to comply. Repeated instances may result in grounds for Termination.
GEN #23	Section 16.4, Access to Records and throughout this Contract.	The Contractor must grant timely access to records (as defined by the Secretary in regulations) upon reasonable request to any person (including an organization, agency, or other entity, but excluding a Member) or to the Inspector General of the Department of Health and Human Services for the purpose of audits, investigations, evaluations or other statutory functions of the Inspector General of the Department of Health and Human Services, the Division, or any other duly authorized representative.	For the Term of the Contract	Per incident, per day of noncompliance	In addition to any other penalties that may be prescribed by law, the Division may assess a penalty of \$15,000 for each day of the failure to make accessible all books, documents, papers, Provider records, Medical Records, financial records, data, surveys, and computer databases (collectively referred to as "records"). In addition, the Division may terminate the Contract.
GEN #34	Section 13.2.1, Subcontracting Conditions	In the event that the Contractor terminates the Subcontractor or the Subcontractor ends its relationship with the Contractor, the Contractor will give notice to the Division within one (1)	For the Term of the Contract	Each day of noncompliance	The Division may assess up to \$5,000 per day of noncompliance.

		business day of termination and include information about the Contractor's plan to ensure continuity of services affected by the loss of the Subcontractor.			
GEN #45	Section 13.2.3, Division Approval Process	The Contractor must obtain written approval from the Division of a Subcontractor prior to initiating a Contract for services from that Subcontractor.	For the Term of the Contract	Per incident	The Division may assess liquidated damages in an amount up to \$10,000 for each day that the Subcontractor was in effect without the Division's approval.

Page 389 is amended in red, below:

~~[REST OF PAGE INTENTIONALLY LEFT BLANK]~~

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