



Amendment #2

Utilization Management/Quality Improvement Organization

IFB #20230303 / RFX 3160005603

Date: April 7, 2023

This Amendment must be signed and submitted as a part of any bid to be considered for this procurement. The following sections of IFB #20230303 have been amended for the following:

- To add submission of required certifications as a minimum requirement (#7) in Section 1.8.2;
- To revise the required timeframe to onboard Key Personnel staffing prior to operation start date in IFB Section 2.4.3.1;
- To remove the wording “and most” from language in IFB Section 3.1;
- To revise the Attachment references and adjust language in IFB Section 3.5.5;
- To remove the wording related to “BAFO” from language IFB Sections 4.1 and 4.1.1;
- To revise the references in IFB Section 4.2.2; and
- To remove the word “unit” from language in the last paragraph in IFB Section 4.13.

1) *IFB Section 1.8.2 is hereby amended to add the below requirement. All other language within 1.8.2 not addressed through this Amendment 2 remains unchanged and in full force and effect.*

1.8.2 Minimum Qualifications (Attachment C: Addendum 1)

7. Bidder shall provide copies of required certifications indicating its status as: (1) a QIO under contract with the Centers for Medicaid and Medicare Services (CMS) or a CMS designated QIO-like entity; and (2) a Utilization Review Resource for the State of Mississippi as defined in Section 41-83-1, *et seq.* of the Mississippi Code of 1972, as amended. If Bidder has not yet obtained its State of Mississippi certification as a Utilization Review Resource for the State of Mississippi as defined in Section 41-83-1, *et seq.* of the Mississippi Code of 1972, as amended, Bidder shall submit sufficient supporting documentation evidencing Bidders efforts that: (1) Bidder's application for certification pursuant to Miss. Code Ann. Sec. 41-83-1, *et seq.* of the Mississippi Code of 1972, as amended, has been properly submitted; and (2) Bidder's application is currently in process for review. Bidder's failure to include sufficient supporting documentation of its application may result in the Bid being deemed non-responsive.

2) *IFB Section 2.4.3.1 is hereby amended to replace the fourth paragraph of that section with the below language. All other language within 2.4.3.1 not addressed through this Amendment 2 remains unchanged and in full force and effect.*



2.4.3.1 General Requirements

The Contractor must have, at a minimum, the following personnel with comparable qualifications, as listed below, employed within ~~ninety (90)~~ **sixty (60)** days ~~after the award of this Contract~~ **prior to operation start date of the Contract.**

- 3) *IFB Section 3.1 is hereby amended to replace the second paragraph of that section with the below language. All other language within 3.1 not addressed through this Amendment 2 remains unchanged and in full force and effect.*

3.1 Approach

DOM shall ensure the fair and equitable treatment of all persons and Bidders in regard to the procurement process. The procurement process provides for the evaluation of the IFB and selection of the lowest ~~and most~~ responsive and responsible Bidder in accordance with Federal and State laws and regulations. Specifically, the procurement process is guided by appropriate provisions of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

- 4) *IFB Section 3.5.5 is hereby amended in its entirety to read as follows:*

3.5.5 Bid Submission Format

The header of each page should indicate the ~~corresponding element to which the page is responsive~~ **name of the bidder**. For instance, if the page is part of the Bidder's response to 2.1.1, General Utilization Management Requirements, the Header on that page should read: "2.1.1, General Utilization Management Requirements." Headers should be aligned with the right-hand margin of the page. Each page of the bid and all attachments shall be **sequentially** numbered and appear in the footer of each page, centered.

Failure to submit a bid on the bid form provided may be considered just cause for rejection of the bid. Modifications or additions to any portion of the procurement document may be cause for rejection of the bid. DOM reserves the right to decide, on a case by case basis, whether to reject a bid with modifications or additions as nonresponsive. As a precondition to bid acceptance, DOM may request the Bidder to withdraw or modify those portions of the bid deemed non-responses that do not affect quality, quantity, price, or delivery of the service.

The cover ~~pagesheet~~ for ~~each subsection~~ **attachment and appendices** of the Bid must include the IFB#, the Attachment/**Appendix** title, and the name of the Bidder. All information must be presented in the same order and format as described below. One combined PDF file should be uploaded in SharePoint with the file name: IFB #, BIDDER'S NAME, Utilization Management/Quality Improvement Organization.



~~Non-separation or co-mingling of PDF files may cause a Bid to be immediately rejected.~~ **In response to IFB Section 1.8.3 Capability to Provide Services, Bidder should number and restate the question before responding.** At the end of each response to the **requested information in IFB Section 1.8.3**~~an element by the Bidder~~, the Bidder should type “[END OF RESPONSE]” and leave the remainder of the page blank, beginning the response to the next ~~element~~**requested information** on the next page. For instance, at the end of the Bidder’s response to ~~2.1, Utilization Management Requirements~~ **1. Provide a narrative, detailed description, no longer than 10 pages, stating in detail the Bidder’s experience administering UM/QIO programs for government health care programs**, the Bidder should type [END OF RESPONSE] at the end of that page, then begin its answer for ~~2.2, Authorization Requirements~~**2. Provide a draft of the Bidder’s proposed written policy and procedures for Utilization Management services, as required by Section 2.1 of this IFB**, on the next page.

The PDF should be in the following format:

1. Attachment A – Bid Cover Sheet,
2. Attachment C – Bid Form, with Staffing Plan
 - a. Attachment C: Addendum 1: Minimum Qualifications,
 - b. Attachment C: Addendum 1a: Additional Supporting Documentation (not required),**
 - c. Attachment C: Addendum 2: Capability to Provide Services,
3. Attachment E – References,
4. Attachment G – DHHS Certification Drug-Free Workplace,
5. Attachment H – Certification Debarment, Suspension, and Other Responsibility Matters, ~~and~~
6. Attachment I – Ownership and Financial Disclosure Information,
7. Amendment Acknowledgments (if applicable),
8. Appendix A – **Work Plans, and**
9. **Appendix B - Financial Statements**

Electronic files shall not be password protected and shall be capable of being copied to other media including Microsoft Word or Adobe Acrobat.

Once Bidders have uploaded their files to SharePoint, they may ask DOM to verify receipt of responses by emailing Procurement@medicaid.ms.gov before the deadline of submissions.

All bid submissions, including all files, must be received by DOM no later than **2:00 p.m. Central Standard Time (CST), on April 28, 2023**. After the deadline, the Bidder’s access to SharePoint will expire. No exceptions will be made. DOM is not responsible for bids that are uploaded into SharePoint and system timestamped after the 2:00 p.m. submission time. Please allow for the timely delivery of files/bids into SharePoint. Any attempts to submit a bid or any modifications after the deadline will be considered late and will not be considered for award. No late submissions will be accepted.



5) *IFB Sections 4.1 and 4.1.1 are hereby amended in their entirety to read as follows:*

4.1 General

The contract between the State of Mississippi and the Contractor incorporates the following:

1. The contract and any amendments thereto;
2. Written questions from DOM answered by the Contractor in writing during the Evaluation process (“IFB Bid Clarifications”);
3. The IFB and any amendments thereto, in their entirety; and
4. The Contractor’s Bid submitted in response to the IFB and any attachments, in their entirety, ~~or the Contractor’s Best and Final Offer (BAFO) (if applicable) which would supersede any and all other bids from the Contractor (Contractor’s IFB Bid).~~

4.1.1 Conflict of Language, DOM’s Right to Clarify

In the event of a conflict in language among the documents referenced above, or any ambiguities, conflicts, or questions of interpretation of the contract, any such instances shall be resolved as follows:

1. First, by reference to the Contract and any amendments thereto. If Contract Amendments exist, they are referenced first, in order from most recent to least recent. If the matter is still unresolved, then reference shall be made to the original, unamended Contract;
2. Second, the IFB Bid Clarifications;
3. Third, the IFB, in its entirety, including any amendments thereto; and
4. Fourth, the Contractor’s IFB Bid ~~and BAFO, if applicable.~~

If an issue is addressed in one (1) document that is not addressed in another document, no conflict in language shall be deemed to occur. All the documents shall be read and construed as far as possible to be one harmonious whole; however, in the event of a conflict or dispute, the above list is the priority.

6) *IFB Section 4.2.2 is hereby amended to replace the table of that section with the below table. All other language within 4.2.2 not addressed through this Amendment 2 remains unchanged and in full force and effect.*



4.2.2 Liquidated Damages

IFB Section Reference Number	IFB Requirement	Liquidated Damages
Section 1.5, Section 2.8.2	The Contractor must be operational no later than the agreed upon Operational Start Date. DOM will determine when the Contractor is operational based on the requirements in of this Contract.	Liquidated damages up to \$5,000 per calendar day of noncompliance, per service area for each day beyond the Operational Start Date that the Contractor is not operational, including all systems.
Section 2.6	Failure by Contractor to timely comply with reporting requirements set forth in the IFB.	Liquidated damages up to \$5,000 per calendar day for each incident of noncompliance
Section 2.7.3	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, DOM, or any other duly authorized representative.	In addition to any other penalties that may be prescribed by law, DOM 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, DOM may terminate the Contract.
Section 1.8, Section 2.7	The Contractor must maintain their QIO status under contract with the Centers for Medicaid and Medicare Services (CMS) or as a CMS designated QIO-like entity	Liquidated damages up to \$5,000 for each failure, per calendar day until non-compliance is remedied to DOM’s satisfaction. In addition, DOM may terminate the Contract.
Section 1.8 1.1, Section 2.1.1	The Contractor must maintain their certification as a Utilization Review Resource for the State of Mississippi as defined in Section 41-83-1, et seq. of the Mississippi Code of 1972, as amended.	Liquidated damages up to \$5,000 for each failure, per calendar day until non-compliance is remedied to DOM’s satisfaction. In addition, DOM may terminate the Contract.
Section 2.8.1	Final versions of any other plan, document, or other item required prior to the operationalization of the Contract must be submitted to DOM in the time and manner required by DOM.	Liquidated damages up to \$2,500 per calendar day of noncompliance for each day the deliverable is not submitted or is late or deficient.
Section 2.2	The Contractor must meet the Prior Authorization performance standards for the completion timelines for review determinations.	Liquidated damages in the amount of \$250 per business day for each failure to meet the performance standard.



Section 2.2	The Contractor must meet the Prior Authorization performance standards for timely notification of prior authorization determinations.	Liquidated damages in the amount of \$100 per business day for each failure to meet the performance standard.
Section 2.1.5.4	Decisions to deny a Service Authorization request or to authorize a service in an amount, duration, or scope that is less than requested must be made by a physician pursuant to Miss. Code Ann. § 41-83-31.	Liquidated damages in the amount of \$10,000 per business day for each failure to meet the performance standard.
Section 2.4.3	The Contractor must ensure that Key Personnel positions do not remain vacant for greater than ninety (90) calendar days.	Liquidated damages up to \$5,000 per calendar day for each incident of non-compliance, per position
Section 2.4.3	The Contractor must submit to DOM for prior approval the proposed replacement for Key Personnel positions at least fifteen (15) business days before the replacement's start date.	Liquidated damages up to \$5,000 per calendar day for each incident of non-compliance, per position
Section 2	The Contractor fails to timely perform an Administrative Service necessary for the execution of this Contract that is not otherwise associated with a performance standard under this Contract, and in the determination of DOM, such failure either: (1) results in actual harm to a Member or places a Member at risk of imminent harm, and/or (2) materially affects DOM's ability to administer the program.	Liquidated damages up to \$5,000 per calendar day for each incident of noncompliance
Section 2	The Contractor fails to timely provide a Covered Service that is not otherwise associated with a performance standard in this Contract and, in the determination of DOM, such failure results in actual harm to a Member or places a Member at risk of imminent harm.	Liquidated damages up to \$25,000 for each instance of noncompliance.
Section 2	The Contractor must not discriminate or perform any actions of discrimination against individuals on the basis of their health status or need for health care services.	Liquidated damages up to \$100,000 for acts of discrimination.



Section 2.5, Section 2.7.3, Section 4.11, Section 4.12, Section 4.13.4, Section 4.14.17, Section 4.13.23 2.7.3, 4.7.3, 4.20.3	The Contractor must meet all privacy standards under applicable state or federal law, rule, regulation, and Contract requirements.	Liquidated damages up to \$5,000 per incident for each privacy violation of applicable federal or state law or DOM’s privacy standards in the Contract.
Section 2.4.2, 2.5, Section 2.7.3, Section 4.11, Section 4.12, Section 4.13.4, Section 4.14.17, Section 4.13.23 4.7.5, 4.8, 4.20.3	The Contractor must meet all security standards under applicable state or federal law, rule, regulation, and Contract requirements.	Liquidated damages up to \$5,000 per quarterly reporting period for each security violation of security requirements under federal or state law or DOM’s security standards in the Contract
Section 1.3, 2.2.1.1, 2.2.2.1, 2.2.3.1, 2.2.4.1, 2.5, Section 2.7.3, Section 4.11, Section 4.12, Section 4.13.4, Section 4.14.17, Section 4.13.23 4.7.3, 4.16, 4.19, 4.20.3	The Contractor must meet all confidentiality standards under applicable state or federal law, rule, regulation, and Contract requirement.	Liquidated damages up to \$5,000 per quarterly reporting period for each breach by the Contractor.
Section 4.2.1-3	The Contractor must submit a Corrective Action Plan to DOM within the timeframe requested by DOM.	Liquidated damages for each day beyond that time that DOM has not received an acceptable corrective action plan in the amount of \$2,500 per calendar day.
Section 4.2.1-3	The Contractor must implement or complete the Corrective Action Plan as approved by DOM.	Liquidated damages in the amount of \$2,500 per calendar day, per corrective item for each day the corrective action plan is not implemented or completed as required.
Section 2.8.3	The Contractor must comply with the closeout and turnover requirements of the contract and IFB.	Liquidated damages of in the amount of \$5,000 per calendar day, which shall be deducted from the final payment to be made to the Contractor.
Section 4.20.14.20.3	Unauthorized utilization or disclosure of any confidential information not classified as PHI, in violation of the requirements listed herein. An occurrence means each unauthorized use or disclosure, regardless of the number of persons or Trading Partners involved.	Liquidated damages up to \$10,000 per occurrence.



Section 4.21.3 4.20.3	Failure for the Contractor or any of its subcontractor(s) to meet the requirements of the Business Associate Agreement (BAA) or Data Use Agreement (DUA). An occurrence means each failure to comply with the BAA or DUA requirements, regardless of the number of persons or clinicians involved.	Liquidated damages up to \$2,500 per occurrence. An occurrence means each failure to comply with the BAA or DUA requirements, regardless of the number of persons or clinicians involved.
Section 4.21.3 4.20.3	Failure to meet the requirements of Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Health Information Technology for Economic and Clinical Health Act (HITECH), and the implementing regulations thereunder, including but not limited to the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and 164, as amended.	Liquidated damages up to \$1,000 per incident. An incident means, with respect to protected health information (PHI), (i) any successful Security Incident which results in or is related to unauthorized access, use or disclosure of PHI, (ii) Breach of Unsecured PHI, or (iii) any loss, destruction, alteration or other event in which PHI cannot be accounted for.

7) *IFB Section 4.13 is hereby amended to replace the last paragraph of that section with the below language. All other language within 4.13 not addressed through this Amendment 2 remains unchanged and in full force and effect.*

4.13 Change Orders and/or Amendments

At any time during the term of this contract, DOM may increase the quantity of goods or services purchased under this contract by sending the Contractor a written amendment or modification to that effect which references this contract and is signed by the Executive Director of DOM. The purchase price shall be the lower of the ~~unit~~ cost identified in the Contractor’s bid or the Contractor’s then-current, published price. The foregoing shall not apply to services provided to DOM at no charge. The delivery schedule for any items added by exercise of this option shall be set by mutual agreement.

Receipt of Amendment #2 Acknowledged:

 Signature

 Printed Name

 Title

 Entity Name