

**State of Mississippi State and School Employees Health Insurance Management Board**

**Request for Proposal for Pharmacy 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. What is the yearly budget proposed for the pharmacy claims and performance audit services?**

*N/A. Proposers should submit their most competitive maximum project cost.*

- 3. 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 fees are not considered relevant to this procurement. Proposers should submit their most competitive proposal for consideration.*

- 4. In respect to the RFP Section 3, Scope of Services, Section A: Could you make the current contract between the Board and Prime Therapeutics, LLC 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.*

- 5. 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.*

- 6. Section 2, Item 3 – If a firm performs a 100% electronic review of all pharmacy claims incurred during the audit period to identify discrepancies or claims that appear to have adjudicated outside of the Plan’s benefit design parameters does this meet the minimum vendor requirement under Item 3?**

*The proposing organization must have a system and the staff capable of re-adjudicating all claims processed by a pharmacy benefit manager during the service period.*

- 7. Can the Board confirm whether Prime Therapeutics provides the auditor with its applicable MAC pricing for the auditor to validate that claims paid correctly and at the lowest available cost?**

*Confirmed.*

- 8. Is the pricing arrangement Pass Through and can the Board confirm whether Prime Therapeutics provides the auditor with access to its Pharmacy Network Agreements to comply with Section 3, Item A.b.?**

*Confirmed.*

- 9. Can the Board please elaborate on its expectations related to Section 3, Item A.d. – Cost Containment Procedures and what specific testing is required to comply with this scope of services.**

*As a component to the audit, the selected auditor will be expected to review and evaluate the Pharmacy Benefit Manager's (PBM) cost containment procedures.*

- 10. 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, Rebate 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.*

- 11. How many unique and separate pharmacy plan designs need to be audited? Also clarify how many and if any retiree drug plans will be included in the audit scope. Does the State have a self-insured EGWP Rx program that would require an audit?**

*The Plan does not have an EGWP Rx program. Nor does it provide pharmacy benefits for Medicare eligible retirees. Please review the Plan Document for a description of the coverage options.*

- 12. 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.*

- 13. 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.*

- 14. 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.*

- 15. 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.*

**16. 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.*

**17. 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.*

**18. 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.”*

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

*Yes. As stated in Section 3, Scope of Services, item B, “For any pharmacy 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.*

**20. 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.”*

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

*As stated in Section 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 Pharmacy 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

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Printed Name of Proposer