

WRITTEN QUESTIONS AND ANSWERS
ANSWERS ARE IN BLUE

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| NOTE | The Performance Standard attachments had extensive revisions. All Performance Standards should be reviewed in its entirety for updates. |
| 1. | <p>General Question</p> <p>Will ARBenefits work/choose only one vendor or will they work with multiple vendors as they have in the past?</p> <p>See Final RFP Section 1.1 and Section 1.2.</p> |
| 2. | <p>Attachment L</p> <p>How does ARBenefits define Primary Care Providers? Is it defined as Family Practice, General Practice, Internal Medicine, Geriatric and Pediatrics?</p> <p>Yes, ARBenefits defines a Primary Care Provider as a board certified or board eligible physician in at least one of the following: Family Practice, General Practice, Internal Medicine, Geriatric and Pediatrics.</p> |
| 3. | <p>Attachment L</p> <p>How does ARBenefits define Specialists? Is this MDs and DOs only? Should other provider types be included such as DPMs, DCs, PhDs?</p> <p>ARBenefits defines a Specialist as a Board Certified or Board Eligible physician for his/her chosen specialty, excluding those with a primary classification of a Primary Care Provider.</p> |
| 4. | <p>Attachment L</p> <p>How does ARBenefits define BHSA? Is this individual providers or facilities or both?</p> <p>In context of Attachment L, Behavioral Health/Substance Abuse reference is related to facilities (in and/or outpatient facilities).</p> |
| 5. | <p>Attachment L</p> <p>How does ARBenefits define Convenience care facilities?</p> <p>ARBenefits defines Convenience Care as a clinical care setting that provides non-life threatening medical care to our members.</p> |

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| 6. | <p>Attachment L</p> <p>How does ARBenefits define Alternative Care Providers?</p> <p>ARBenefits defines an alternative care provider as a member of the medical care team, such as Chiropractor, Mid-Wife, Registered Dietician or other non-physician medical team members.</p> |
| 7. | <p>Attachment L</p> <p>How are bidders expected to supply billed charge data for the claims provided in the repricing file?</p> <p>Prospective Contractors should supply the billed charge amount “for that specific provider in the given location on or about the given date” for that service. If the Prospective Contractor does not have a billed charge for that specific provider for that specific service, it should use the average of its available providers.</p> |
| 8. | <p>Attachment L</p> <p>How are bidders expected to supply UCR data for the claims provided in the repricing file?</p> <p>Prospective Contractors should supply the amount it considers usual, customary and reasonable for that claim. For in-network services this would likely be the contracted rate.</p> |
| 9. | <p>Attachment L</p> <p>How are bidders expected to supply Medicare Allowable data when Medicare rates can vary by provider? That information may not be publicly available.</p> <p>For a given service rendered in Arkansas, Medicare reimbursements are expected to vary based on the provider status with Medicare (participating or non-participating). Prospective Contractors are expected to have sufficient knowledge of providers and Medicare to allocate the proper Medicare payment to each claim. Should a Prospective Contractor simplify the calculation of “Amount Paid by Medicare” by using the Medicare reimbursement rates for par providers only, it needs to be indicated in their bid submission.</p> |
| 10. | <p>2.2.H</p> <p>Is any URAC accreditation acceptable (ex. Health Plan, Health Utilization Management)?</p> <p>See Final RFP Section 2.2.J.</p> |

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| 11. | <p>Page 18 T</p> <p>At the start of this contract and for its duration, 80% of RN's who work on this account must be Certified Case Managers. Does this mean that EBD requires 80% of all RN's through out medical management or is this limited to the RNs performing the Case Management function?</p> <p>If determined that this applied to all staff, would EBD grant a time allowance for UM and DM nurses to obtain Case Management certification?</p> <p>See Final RFP Section 2.2.V.</p> |
| 12. | <p>Page 27 O</p> <p>Does EBD have a requirement for the member to contact the contractor regarding emergency room visits or is the daily reporting requirement based on ER claims?</p> <p>Yes. See Final RFP Section 6.12.F.</p> |
| 13. | <p>C 4</p> <p>Maternity Mgmt: Does EBD provide the maternity program incentive or is this a responsibility of the contractor?</p> <p>EBD provides the monetary incentive.</p> |
| 14. | <p>Page 41 C4</p> <p>Does EBD have a specific Quality of Life Survey in place or is the Contractor's survey acceptable?</p> <p>See Final RFP Section 6.4.C.4.d.</p> |
| 15. | <p>Page 44 6-12</p> <p>Can a nursline be answered live by non-clinical staff with a return call by an RN within a designated timeframe be considered acceptable?</p> <p>No.</p> |
| 16. | <p>Page 41 C.1.a</p> <p>In order for the contractor to have optimal member contact, will EBD provide all current phone numbers for their members?</p> <p>Yes, see Final RFP Section 8.1.G.</p> |

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| 17. | <p>Page 16 C I</p> <p>EBD Responsibilities: There is no mention of SPD. Who provides SPD? Printed or electronic? Both.</p> <p>See Final RFP Section 2.1.C. The Contractor will participate in the development.</p> |
| 18. | <p>Page 18 2.4.A</p> <p>Contractor Responsibilities: Does "other documents" include SPD?</p> <p>Yes.</p> |
| 19. | <p>Page 23 V</p> <p>Please provide list of "required" reporting to CMS that will be responsibility of the Contractor.</p> <p>The Prospective Contractor should have sufficient expertise to meet all CMS reporting requirements.</p> |
| 20. | <p>Bid Solicitation Document Notice</p> <p>When will the draft be final?</p> <p>The Final RFP has been posted.</p> <p>What date will the final response be due?</p> <p>The Final RFP has been posted. See the first page of the Final RFP for the bid opening date, time, and location.</p> |
| 21. | <p>Bid Solicitation Document 1.2.A</p> <p>Will vendors be allowed to bid on a single major service component, other than claims administration (Health Insurance), in response to this RFP?</p> <p>See Final RFP Section 1.1 and Section 1.2.</p> |
| 22. | <p>Bid Solicitation Document 1.5</p> <p>When and where are the bid opening date, time, and location?</p> <p>See the first page of the Final RFP for the bid opening date, time, and location.</p> <p>Will prospective contractors that have submitted bids be permitted to be in attendance?</p> <p>Bid openings are open to the public.</p> |

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| 23. | <p>Bid Solicitation Document 1.9.A.2.d</p> <p>What is the “Insurance Certificate of Coverage”? This form is not included in the Technical Proposal Packet.</p> <p>See Final RFP Section 1.9 and Section 1.34.</p> |
| 24. | <p>Bid Solicitation Document 1.9.B.3</p> <p>Can you please confirm response should only include one original hard copy and no other duplicate copies of the Official Bid Price Sheet(s)?</p> <p>See Final RFP Section 1.9.B 2.</p> |
| 25. | <p>Bid Solicitation Document 1.18.G</p> <p>What is the redaction method preference?</p> <p>A. Remove response and insert word “redacted” or</p> <p>B. Black-out response.</p> <p>If preference is B, should the word “redacted” also be included?</p> <p>Either A or B is acceptable as long as it adheres to the requirements of Section 1.18. The title of the redacted document should include the word “redacted”.</p> |
| 26. | <p>Bid Solicitation Document 1.27.B</p> <p>Can you please confirm that the current VPAT template for 1.27.B is accessed via the following? https://www.healthy.arkansas.gov/images/uploads/pdf/VPAT_Fillable.pdf</p> <p>The VPAT template can be accessed via the following link: https://www.state.gov/m/irm/impact/126343.htm</p> <p>Is the template required to be completed for websites that are viewable by ASE/PSE employees, or is it only required for physical products that are provided to the State?</p> <p>Prospective Contractor should seek counsel to ensure their proposed product meets Arkansas code.</p> |

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| 27. | <p>Bid Solicitation Document 1.28</p> <p>Can you confirm that the standards referenced in this section are available from http://dis.publishpath.com/standards? Page was not found for the following link in this section: http://www.dis.arkansas.gov/policiesStandards/Pages/default.aspx</p> <p>See Final RFP Section 1.28.</p> <p>These standards appear to be based on COBIT, which may or may not be in conflict with other industry standards (e.g. HITRUST, NIST). Can you please confirm that compliance with other nationally-recognized standards is acceptable in lieu of COBIT in instances where there are conflicting requirements?</p> <p>This question is not relevant to the contractor's response to the requirements of this RFP.</p> |
| 28. | <p>Bid Solicitation Document 1.34</p> <p>Are the following lines of coverage required to have \$40M in aggregate coverage or \$40M for each line of coverage?</p> <p>A. General Liability B. Professional Liability C. Cyber Liability with Data Breach Insurance</p> <p>Aggregate is acceptable.</p> |
| 29. | <p>Bid Solicitation Document 3.7.P.2</p> <p>Regarding ad hoc reporting, can you please provide past examples of "critical issues"?</p> <p>An example would be a State or Federal legislative mandate for an immediate change in benefit design.</p> |
| 30. | <p>Bid Solicitation Document 4.1</p> <p>We could not locate information regarding the processing of run-out claims in the event of contract termination. Can you please provide details on how this should be addressed in the RFP response? Including:</p> <p>A. How long would EBD require run-out claims to be processed?</p> <p>See Final RFP Section 3.10.B.</p> <p>B. Where should the fee be included in the RFP response?</p> <p>See Final RFP Section 1.15.E. and Section 9.3.F.1.</p> |
| 31. | <p>Bid Solicitation Document 5.3.Q</p> <p>Can you confirm the term "facilitation" means the subcontracting of legal services is acceptable in responding to this bid?</p> <p>Yes.</p> |

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| 32. | <p>Bid Solicitation Document Section 9</p> <p>Can you respond to the following regarding retirees?</p> <p>A. Should retirees be included in all Medical Management components, including case management (even though the RFP states that retirees are not currently offered case management services).</p> <p>B. If so, should all services apply to retirees or only specific ones? If so, please provide those specifics.</p> <p>See Final RFP Section 6.3.A. and Section 6.4.B.</p> |
| 33. | <p>Bid Solicitation Document 9.2.A.2</p> <p>Can unbundled pricing be submitted for Health Insurance (major component) if all of the other three Major Components are not included in a prospective contractors bid response?</p> <p>How many Major Components must be bid in order to submit Bundled Pricing for Health Insurance?</p> <p>See Final RFP Section 1.1 and Section 1.2.</p> |
| 34. | <p>Bid Solicitation Document 9.4</p> <p>Certain CPT codes that were active for the date range of the claims re-pricing file have since either been deactivated or superseded by a new code as determined by Medicare. The 2018 code changes are available and could be utilized in lieu of the code in place at the time of the claim; however, Medicare changes effective for 1/1/2019 are not yet available. Our assumption is that repricing analysis should be done based on the Medicare codes in effective as of the date of the claims in the file. Can you please confirm this assumption is correct?</p> <p>Confirmed.</p> <p>There will be certain claims for which we are unable to determine “billed charges”. For those fields, we will indicate “n/a”. Can you confirm if “n/a” is acceptable or if the value “0” would be preferred?</p> <p>Provide billed charges for the specific provider in the given location on or about the given date for that service information whenever possible. If the Prospective Contractor does not have a billed charge for that specific provider for that specific service, it should use the average of its available providers. Value of \$0 should only be used as last resort if the Prospective Contractor is unable to determine the billed charges.</p> <p>Can we be provided with a sample data dictionary sheet (SP-18-0059 Attachment N: Sample Data File) for Medicare Indicator ‘N’? (We want to determine if “Amount Paid by Medicare” is supposed to be “Amount Allowed for Medicare”).</p> <p>See Question 9.</p> <p>If the claims repricing file does not have sufficient data to price a claim, i.e. the DRG is missing, CPT code is missing or obsolete, etc., should the claim be excluded?</p> <ul style="list-style-type: none"> • If claims are excluded, should the carrier identify these claims? • If so, how should these be addressed in the file? <p>Answered above.</p> |

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| 35. | <p>Technical Proposal 1.A.6</p> <p>Should contact information be included for each requested entity?</p> <p>Yes.</p> |
| 36. | <p>Technical Proposal 2.B.5</p> <p>Can you define “threshold criteria”?</p> <p>Threshold Criteria is defined as the information or component that triggers the data to be included in the report.</p> |
| 37. | <p>Technical Proposal 2.B.6</p> <p>Can you please define the difference between “separately and combined” for this report? Does that mean reporting for individual providers (or provider types) as well as combined provider reporting? Or does it mean the ability to report on provider data by division, as in “active” vs. “retiree”?</p> <p>Separately (a provider) is provider specific and combined (aggregate) is all providers.</p> <p>What do “premiums” mean in this context?</p> <p>Premiums collected to reported claim spend.</p> |
| 38. | <p>Technical Proposal 6</p> <p>Can you please provide a summary of your current EAP?</p> <p>See Final RFP Section 7.3.C.</p> |

| 39. | <p>Technical Proposal 6</p> <p>Can the State provide a current EAP utilization report? If not, what has been the EAP utilization for the last three years?</p> <table border="1"> <thead> <tr> <th colspan="3">EAP Utilization*</th></tr> <tr> <th></th><th>2017</th><th>2016</th></tr> </thead> <tbody> <tr> <td colspan="3">Engagement by AR Employees</td></tr> <tr> <td>Services Initiated via Telephone/Email Address</td><td>2,936</td><td>2,648</td></tr> <tr> <td>Services Initiated via Web Site/Portal</td><td>127,066</td><td>121,818</td></tr> <tr> <td colspan="3">Additional Services Executed</td></tr> <tr> <td>Training Sessions/Health Fairs/Debriefing Sessions/Misc. Services</td><td>192</td><td>122</td></tr> <tr> <td colspan="3">Health and Wellness</td></tr> <tr> <td>Health Risk Assessments</td><td>71,627</td><td>70,170</td></tr> <tr> <td>Coaching Sessions</td><td>2,353</td><td>846</td></tr> <tr> <td colspan="3">Call Center</td></tr> <tr> <td>Call Volume</td><td>18,528</td><td>26,567</td></tr> <tr> <td colspan="3"><i>*Note: EAP estimated utilization data is for informational purposes only</i></td></tr> </tbody> </table> | EAP Utilization* | | | | 2017 | 2016 | Engagement by AR Employees | | | Services Initiated via Telephone/Email Address | 2,936 | 2,648 | Services Initiated via Web Site/Portal | 127,066 | 121,818 | Additional Services Executed | | | Training Sessions/Health Fairs/Debriefing Sessions/Misc. Services | 192 | 122 | Health and Wellness | | | Health Risk Assessments | 71,627 | 70,170 | Coaching Sessions | 2,353 | 846 | Call Center | | | Call Volume | 18,528 | 26,567 | <i>*Note: EAP estimated utilization data is for informational purposes only</i> | | |
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| EAP Utilization* | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | 2017 | 2016 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| <i>*Note: EAP estimated utilization data is for informational purposes only</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 40. | <p>Attachment A Business Associate Agreement</p> <p>Should this document be executed and submitted with the bid response? If yes, where should it be included in the response?</p> <p>See Final RFP Section 2.2.O.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 41. | <p>Attachment B Overall Administration Performance Standards</p> <p>Can you please confirm that Performance Guarantees in this section are applicable to the Contractor that is awarded business as the “bundled” Health Insurance provider?</p> <p>See Final RFP Section 1.1 and Section 1.2.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 42. | <p>Attachment B Overall Administration Performance Standards <u>Audit:</u></p> <p>Should the damages for failure to respond to a finding be stated as late past 30 calendar days or 20 calendar days as referenced under the criteria?</p> <p>See Final RFP Attachment B for this Performance Standard.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| 43. | <p>Attachment B & C Performance Standards</p> <p>Certain Performance Standards are noted in both attachments. If both attachment B and C apply to a Contractor, which attachment governs the Performance Standard category when it is included in both?</p> <p>Can you confirm that if the penalties differ between categories, the penalty associated with the Performance Standard in the <u>governing</u> attachment applies? The assumption is a Contractor would not be penalized twice for missing the same Performance Standard.</p> <p>See Final RFP Attachments B and C.</p> |
| 44. | <p>Attachment B-F Performance Standards</p> <p>Attachments B, C, D and E Damages are stated as “per member”. Generally, damages are stated “per contract” Can you confirm “per member” was the intent?</p> <p>Attachment F Damages are stated as “per contract”. Can you confirm this is correct?</p> <p>Yes, this is correct. See Final RFP Attachments B, C, D, E, and F.</p> |
| 45. | <p>Attachment C Health Insurance Performance Standards <u>Account Management:</u></p> <p>Does the definition of “transparency” coincide with the definition in section 1.7 JJ of the Bid solicitation Document?</p> <p>If not, please define “transparency” in this context.</p> <p>See Final RFP Section 1.7.KK.</p> |
| 46. | <p>Attachment C Health Insurance Performance Standards</p> <p><u>Eligibility Reconciliation File:</u></p> <ol style="list-style-type: none"> 1. Can a file layout format be provided? <p>This will be provided to the awarded Contractor.</p> <ol style="list-style-type: none"> 2. Will a direct 834 file be acceptable? <p>No.</p> |
| 47. | <p><u>Attachment D Actuarial Services</u></p> <p><u>Account Manager</u></p> <p>Does the term “mandate” mean final? In other words, would requirement to provide recommendations within 30 days begin once final regulations/publications are issued?</p> <p>No, requirements to provide recommendations begin once the State and/or federal legislative requirement is released or published.</p> |

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| 48. | <p>Attachment K and Bid Solicitation Document 1.10 System confidentiality Agreement</p> <p>Who (as in what company position) should execute and where should the document be included in the response? It was not included in the Bid Solicitation Document, Section 1.10, Organization of Response Documents.</p> <p>The System Confidentiality Agreement must be signed by both an authorized agent or employee of the contractor accessing EBD's system(s) and the designated account manager. This document is provided as a sample and will be executed later with the successful contractor.</p> |
| 49. | <p>Pricing Sheet 2 Report 1a</p> <p>What is meant by the term "average cost" within your network? Billed and allowed are separately requested. Is "cost" in this context synonymous with "paid"?</p> <p>Yes.</p> |
| 50. | <p>Pricing Sheet 2 Report 1 a and b</p> <p>In addition to the specific procedure code, there are also different modifiers (global, technical, professional, place of service) that can be applied. Should only procedure codes be included or should modifiers be applied?</p> <p>Prospective Contractor should apply all claim adjudication policies applicable to information contained in the network repricing data file.</p> |
| 51. | <p>Please provide a census file with zip codes.</p> <p>See Final RFP Section 9.4. Zip code information is included in the data file.</p> |
| 52. | <p>Section 2.1A3 Medical Management Programs and 6.1C4 Medical Management Background</p> <p>Does the State anticipate any changes to its current Disease Management, Maternity Management, Wellness, and/or Nurse Line incentives? If yes, please describe.</p> <p>This question is not relevant to the contractor's response to the requirements of this RFP.</p> |
| 53. | <p>Section 6.1 Utilization Management & Review Requirements</p> <p>Is the State planning to modify its precertification requirements in 2019?</p> <p>If so, please describe the changes being considered.</p> <p>This question is not relevant to the contractor's response to the requirements of this RFP.</p> |

| 54. | <p>Section 6.10 and 6.11 Wellness Program and Reporting Requirements</p> <p>Disease Management is mentioned in this section. Do you consider Disease Management as part of your Wellness program, or does the Wellness program function separately with the added function of serving as an additional referral source for Disease Management?</p> <p>The Wellness Program functions separately.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 55. | <p>Section 6.1 Utilization Management & Review Requirements</p> <p>Utilization of services is a key factor in determining the resources needed to support the State. Based on this, please provide the data below. If the information requested is not available, please provide alternative data on historical utilization.</p> <p>The sample Data file contains the requested information. Annual utilization for Case Management was 3,246 for 2017. Annual utilization for Utilization Management was 5,806 for 2017.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 56. | <p>6.1</p> <table border="1" data-bbox="172 930 1446 1843"> <thead> <tr> <th data-bbox="172 930 854 1087">Please provide the number of admissions, procedures and/or services that were precertified for each time period. In a single instance (inpatient admissions), please provide the number of denials.</th> <th data-bbox="854 930 1097 1087">YTD 2018</th> <th data-bbox="1097 930 1446 1087">Calendar Year 2017</th> </tr> </thead> <tbody> <tr><td>Inpatient admissions</td><td></td><td></td></tr> <tr><td>Inpatient admissions - DENIALS</td><td></td><td></td></tr> <tr><td>Inpatient admissions / 1000</td><td></td><td></td></tr> <tr><td>Sub-acute admissions</td><td></td><td></td></tr> <tr><td>Inpatient rehabilitation</td><td></td><td></td></tr> <tr><td>Skilled nursing facility</td><td></td><td></td></tr> <tr><td>Residential treatment</td><td></td><td></td></tr> <tr><td>Transplants</td><td></td><td></td></tr> <tr><td>Cognitive rehabilitation</td><td></td><td></td></tr> <tr><td>Outpatient hospital surgical procedures</td><td></td><td></td></tr> <tr><td>Physical therapy, occupational therapy, speech therapy</td><td></td><td></td></tr> <tr><td>Radiology</td><td></td><td></td></tr> <tr><td>Prior approval for home infusion therapy, skilled nursing service</td><td></td><td></td></tr> <tr><td>Enteral feeds</td><td></td><td></td></tr> <tr><td>Mastopexy</td><td></td><td></td></tr> <tr><td>Behavioral Health</td><td></td><td></td></tr> <tr><td>ABA therapy</td><td></td><td></td></tr> <tr><td>Intensive Outpatient Program</td><td></td><td></td></tr> <tr><td>BH/SA Partial Hospitalization</td><td></td><td></td></tr> <tr><td>Cognitive Rehabilitation</td><td></td><td></td></tr> <tr><td>Partial Outpatient Hospitalization</td><td></td><td></td></tr> </tbody> </table> <p>See Question 55.</p> | | | Please provide the number of admissions, procedures and/or services that were precertified for each time period. In a single instance (inpatient admissions), please provide the number of denials. | YTD 2018 | Calendar Year 2017 | Inpatient admissions | | | Inpatient admissions - DENIALS | | | Inpatient admissions / 1000 | | | Sub-acute admissions | | | Inpatient rehabilitation | | | Skilled nursing facility | | | Residential treatment | | | Transplants | | | Cognitive rehabilitation | | | Outpatient hospital surgical procedures | | | Physical therapy, occupational therapy, speech therapy | | | Radiology | | | Prior approval for home infusion therapy, skilled nursing service | | | Enteral feeds | | | Mastopexy | | | Behavioral Health | | | ABA therapy | | | Intensive Outpatient Program | | | BH/SA Partial Hospitalization | | | Cognitive Rehabilitation | | | Partial Outpatient Hospitalization | | |
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| Sub-acute admissions | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Inpatient rehabilitation | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Skilled nursing facility | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Residential treatment | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Transplants | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Cognitive rehabilitation | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Outpatient hospital surgical procedures | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Physical therapy, occupational therapy, speech therapy | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Radiology | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Prior approval for home infusion therapy, skilled nursing service | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Mastopexy | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Behavioral Health | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| Intensive Outpatient Program | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| BH/SA Partial Hospitalization | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Cognitive Rehabilitation | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Partial Outpatient Hospitalization | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| 57. | <p>Attachment E – Medical Management Performance Standards</p> <p>The first performance guarantee addresses requirements related to the “Contractor Representative” role. While the notification requirements are clear, we would appreciate further clarification about the position.</p> <p>We are interested to know the key responsibilities of this position.</p> <p>Additionally, does the position need to be onsite?</p> <p>See Final RFP Attachment E, “Account Manager”. See also Final RFP Section 3.2.B.</p> |
| 58. | <p>Section 1.11</p> <p>What date will the State/EBD responses be provided to the Prospective Contractors written questions for clarification submitted on March 21, 2018?</p> <p>The responses to the draft Q&A will be posted with the Final RFP, which is now available.</p> |
| 59. | <p>Section 1.19. Caution to Prospective Contractors (page 10) H. Prospective Contractors may submit multiple proposals</p> <p>Will the State/EBD accept a fully-insured Group Medicare Advantage PPO proposal as a part of this RFP solicitation?</p> <p>No.</p> <p>Will the State/EBD consider other products for its Medicare retiree population other than what is requested in the RFP? If so how should the vendor respond?</p> <p>No.</p> |
| 60. | <p>Section 1.29 VISA Acceptance (page 13) A. Awarded Contractor should have the capability of accepting the State’s authorized VISA Procurement Card (p-card) as a method of payment.</p> <p>Can prospective contractors deviate from this capability and rather accept payments in another method from the State/EBD (i.e. ACH Debit, ACH Credit or wire transfer)?</p> <p>A statement containing “should” is preferred but not required, see Final RFP Section 1.29.C.</p> |
| 61. | <p>Section 1.29 VISA Acceptance (page 13) B. Price changes or additional fee(s) must not be levied against the State when accepting the p-card as a form of payment.</p> <p>Can prospective contractors deviate from this capability and rather accept payments in another method from the State/EBD (i.e. ACH Debit, ACH Credit or wire transfer)?</p> <p>See Question 60.</p> |
| 62. | <p>Section 1.34 Insurance (page 14)</p> <p>Our standard language follows, is this acceptable?</p> |

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| | <p>The Contractor shall obtain, and maintain for the life of the contract, general liability, professional liability, and cyber liability insurance, including data breach liability insurance, naming EBD as an additionally named insured on the general liability coverage, in the amount of \$10,000,000.00. In addition, Contractor shall maintain an errors and omissions insurance policy, acceptable to EBD, for an amount \$10,000,000 each claim and aggregate. The policy must be effective throughout the duration of the contract. The Contractor shall notify EBD within thirty (30) calendar days if the policy is materially modified.</p> <p>The Contractor shall obtain, pay for, and keep in force the above minimum insurance and must furnish a certificate or certificates evidencing that such insurance is in effect to EBD within thirty (30) days of contract award and remain in effect no less than twelve (12) months after the end of the contract</p> <p>No.</p> |
| 63. | <p>Section 2.2 Prospective Contractor Qualifications (page 17) Q. Prospective Contractor shall have an Advanced Claims Analytics/Predictive Modeling software platform. An “Advanced Claims Analytics/Predictive Modeling software platform” is designed to query and explore the Plans’ health care related data to identify chronic conditions. This gives the user the ability to do in-depth queries and combine data sets which will identify risk mitigation opportunities within the data while statistically validating the outcome efficacy of the chosen solutions.</p> <p>Who is the “user” mentioned?</p> <p>“User” is defined as an EBD authorized user.</p> |
| 64. | <p>Section 2.2 Prospective Contractor Qualifications (page 18) T. At the start of this contract and for its duration, 80% of RN’s who work on this account must be Certified Case Managers.</p> <p>We differentiate between our care management nurses by department (case management, disease management, maternity management). All the case management nurses are CCM. Disease management nurses are CCP (chronic care professionals). Is this acceptable to the State/EBD?</p> <p>No. See response to Question 11.</p> |
| 65. | <p>Section 2.3 Outsource Agents/Subcontractors (page 18) A.</p> <p>Our requested language revision follows, is this acceptable?</p> <p>The Contractor shall be fully responsible for all work performed under the contract. The Contractor may, use its affiliates or subcontractors to perform Contractor’s services under this Agreement. Contractor will be responsible for those services to the same extent that Contractor would have been had it performed those services without the use of an affiliate or subcontractor. The Contractor shall ensure that all subcontracts adhere to EBD policies.</p> <p>No. See Final RFP Section 2.3.A.</p> |
| 66. | <p>Section 2.3 Outsource Agents/Subcontractors (page 18) D.</p> <p>Our requested language revision follows, is this acceptable?</p> <p>The Contractor shall not outsource or subcontract any services including Customer Service, account processing, or data storage, to entities other than affiliates of the Contractor, that are located outside the continental United States</p> <p>See Question 65.</p> |

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| 67. | <p>Section 3.2 Administrative Services (page 22) F.</p> <p>Our requested language revision follows, is this acceptable?</p> <p>Contractor shall accept liability for any costs incurred due to Contractor's gross negligence or willful misconduct in claims adjudication. Neither EBD nor Recipients will be held responsible by the Contractor and will not be exposed to billing from the provider.</p> <p>No.</p> |
| 68. | <p>Section 3.2 Administrative Services (page 23) R. Contractor's website must comply with all current Federal ADA and Arkansas laws required for accessibility as well as any Arkansas laws implemented during the life of the contract.</p> <p>Does the State/EBD have a firm date when the contractor's Website needs to be compliant with ADA/Arkansas laws?</p> <p>Yes, the effective date of the contract.</p> <p>Does current Arkansas law require any accessibility standards beyond what would fall under the Federal ADA WCAG 2.0 standards?</p> <p>Yes, see Ark. Code Ann. §25-26-201 as an example. This is not exhaustive.</p> |
| 69. | <p>Section 3.2 Administrative Services (page 23) W. Contractor shall agree to process all Valid Defense Letters from CMS within 45 days of receipt. Contractor shall agree to notify EBD within five (5) days of receipt of a Valid Defense Letter from CMS. Contractor shall agree to update EBD of responses to the submitted Valid Defense cases.</p> <p>Please confirm this is referencing Medicare Demand letters.</p> <p>Yes.</p> |
| 70. | <p>Section 3.2 Administrative Services (page 23) Y. Contractor shall provide claims data in the format outlined by EBD on a schedule determined by EBD.</p> <p>Will the final RFP include a copy of the claims data format outlined by the State/EBD?</p> <p>No, that will be addressed during the implementation process.</p> |
| 71. | <p>Section 3.2 Administrative Services (page 24) EE. Invoicing requirements include: 3. Contractor shall submit invoices and files on a schedule determined by EBD, currently monthly.</p> <p>Can Prospective Contractors submit check register files for claims funding on a weekly basis and invoices for administration fee/billing on a monthly basis to the State/EBD?</p> <p>No.</p> |
| 72. | <p>Section 3.2 Administrative Services (page 24) GG. Contractor shall utilize the unique Recipient ID numbers as provided from the EBD eligibility system.</p> <p>What is the number of characters associated with the longest Recipient ID number?</p> <p>See Final RFP Section 3.2.GG.</p> |

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| 73. | <p>Section 3.3 Communication with Recipients and Internal/External Customers (page 24) A and B Contractor shall create and coordinate all printed/published communications to Recipients, with the exception of Recipient specific PHI, and submit for approval through the EBD and Communications Manager prior to distribution. And, Should EBD deny approval, the Contractor shall make necessary edits until the material is approved by EBD Contractor shall utilize the unique Recipient ID numbers as provided from the EBD eligibility system.</p> <p>Will the State/EBD confirm the requirement to review communications prior to distribution is limited to those created for or distributed/published directly to the State/EBD Recipients?</p> <p>No, all distributed materials must be approved by EBD.</p> |
| 74. | <p>Section 3.4 Call/Customer Service Center(s) Administration (page 24) G. Contractor shall record and archive 100% of telephone calls.</p> <p>Please confirm if mutually agreed upon types of calls is acceptable</p> <p>No, this is not acceptable.</p> |
| 75. | <p>Section 3.7 Reporting Requirements (page 25) A. Contractor shall...in a format approved by, EBD.</p> <p>Please confirm if a mutually agreeable format is acceptable.</p> <p>EBD will have final approval of format.</p> |
| 76. | <p>Section 3.7 Reporting Requirements (page 25) B. Should EBD Request additional information... additional information and/or clarification requested within one (1) business day via the secure task system.</p> <p>Please provide the definition of this secure task system.</p> <p>See Final RFP Section 1.7.E.</p> |
| 77. | <p>Section 3.7 Reporting Requirements (page 27) I. Contractor shall provide an electronic copy of every Explanation of Benefits generated for Recipients in a format and using a naming convention defined by EBD, and transmit to EBD using secure file transfer protocols as defined by EBD. File types such as PDF or 835 must be an option.</p> <p>Please confirm if mutually agreed upon naming convention is acceptable.</p> <p>No, see Final RFP Section 3.7.I.</p> |
| 78. | <p>Section 3.7 Reporting Requirements (page 27) L. Quarterly Reports 1. a. The Contractor shall provide a quarterly report.</p> <p>Will the final RFP include a sample of this report?</p> <p>No.</p> |

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| 79. | <p>Section 3.7 Reporting Requirements (page 27) M. Monthly Reports 1. The Contractor shall provide detailed monthly reports...with EBD having final approval of content.</p> <p>Please confirm if mutually agreed upon approval of content is acceptable.</p> <p>No. EBD will consider suggestions from the Contractor, but EBD will have final authority.</p> |
| 80. | <p>Section 3.7 Reporting Requirements (page 27) O. Daily Reports 1. The Contractor shall provide a daily Recipient-level facility utilization report.</p> <p>Will the final RFP include a sample of this report?</p> <p>No. EBD will consider suggestions from the Contractor, but EBD will have final authority.</p> |
| 81. | <p>Section 3.7 Reporting Requirements (page 27) O. Daily Reports 1. a. The Contractor must include emergency room visits...30-day re-admission data.</p> <p>Please provide the definition of requirements under the re-admission data reporting.</p> <p>EBD defines re-admission as another admission to a facility within 30 days of a previous admission.</p> |
| 82. | <p>Section 3.7 Reporting Requirements (page 28) Q. On-demand Analytical Report Tool 1. The contractor shall provide an on-line analytical reporting tool. During Implementation...which includes data mapping.</p> <p>Will the final RFP include the definition of data mapping?</p> <p>See Final RFP Section 3.7.Q.</p> |
| 83. | <p>Section 3.9 Audit Requirements (page 28) B. Contractor shall make available within three (3) business days of request to EBD, EBD's chosen representatives, and/or the Arkansas Division of Legislative Audit all records applicable to the administration and management of the Bundled Health Services as specified within this RFP. The Contractor shall have the applicable records available electronically and shall provide applicable records via the secure email task system.</p> <p>1. If the records data is too large to be sent via the secure email task system, the Contractor shall transport the information via a SFTP site to be determined by EBD.</p> <p>What is the business purpose and intent of the data needed by the State/EBD?</p> <p>This question is not relevant to the contractor's response to the requirements of this RFP.</p> <p>Will the State/EBD be willing to use contractor standard audit and eligibility layouts?</p> <p>No, see Ark. Code Ann. §10-4-411.</p> |

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| 84. | <p>Section 3.9 Audit Requirements (page 29) I. Audits will be required during the testing periods as well as the end of each of the fully deployed phase(s) as determined by EBD.</p> <p>Please outline what are the testing periods as well as the end of each of the fully deployed phase(s).</p> <p>This cannot be determined until the implementation timeline is submitted.</p> |
| 85. | <p>Section 3.9 Audit Requirements (page 29) K. Claims identified via the audit process as being paid inappropriately must be refunded back to EBD and/or the Member(s), including at any-time after the term of the contract.</p> <p>Is the State/EBD willing to allow reimbursement only in the event the overpayment is due to our gross negligence?</p> <p>No.</p> |
| 86. | <p>Section 4.1 Claim Adjudication Process (page 31) F. Contractor shall provide EBD with provider and facility information weekly, in a format determined by EBD, to populate EBD's systems.</p> <p>Please define the format of provider and facility information to be provided.</p> <p>This will be provided to the successful Contractor.</p> |
| 87. | <p>Section 4.1 Claim Adjudication Process (page 31) H. Contractor shall provide Explanation of Benefits (EOB) for all claims (medical/health/wellness) to Members and shall also provide an electronic report to EBD of EOB activity. The frequency and format will be defined by EBD and will be consistent with federal mandates (ANSI 5010 - 835, PDF). All EOB's must contain all information required under Federal Regulations in the required timeframes and formats.</p> <p>There are specific circumstances where we do not mail an EOB (i.e no member responsibility); however, those EOB would be available online. Is this acceptable to the State/EBD?</p> <p>No.</p> |
| 88. | <p>Section 6.1 Medical Management Background (page 39) C. 4. Maternity Management Services (MMS)</p> <p>What is the incentive associated with the program and does the State/EBD expect the selected contractor to manage it or provide reporting?</p> <p>See Final RFP Section 6.1.C.4.</p> <p>What are the reporting criteria?</p> <p>EBD will disperse the incentive. Specific reporting criteria will be disclosed during implementation.</p> |
| 89. | <p>Section 6.2 General Requirements (page 40) E. Contractor shall allow certain EBD staff access to Participant information at a minimum of view only access in the Contractor's system. Staff who are allowed access shall be at the determination of EBD.</p> <p>Please clarify what participant information is the State/EBD looking to have access to and for what purpose?</p> <p>See Final RFP Section 1.7.KK. and Section 6.2.E.</p> |

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| 90. | <p>Section 6.3 Participant Eligibility Requirements (page 40) B. Participant ID Numbers.</p> <p>Are Participant ID numbers listed in this section the same as the Recipient ID number listed in 3.2 Administrative Services page 24 GG?</p> <p>Yes.</p> |
| 91. | <p>Section 6.4 Case Management Requirements (page 41) D. Contractor shall manage the Participants based on a Small and Large Case Management Trigger List.</p> <p>What is definition of small and large case management?</p> <p>See Final RFP Attachment I and Attachment J. See Final RFP Section 1.7.</p> |
| 92. | <p>Section 6.4 Case Management Requirements (page 41) J. Contractor shall monitor compliance protocols for specific disease states as determined by EBD (for example, compliance with Hepatitis B protocols).</p> <p>What are the disease states?</p> <p>See Attachment I and Attachment J. See Final RFP Section 6.4.V.</p> <p>Are these infectious diseases?</p> <p>See Attachment I and Attachment J. See Final RFP Section 6.4.V.</p> <p>How is this different than what a Public Health Department does, if this relates to infectious diseases?</p> <p>EBD's risk monitoring is not limited to Public Health risks.</p> |
| 93. | <p>Section 6.4 Case Management Requirements (page 42) O. Contractor shall provide Medical Case Management based on appropriate national criteria/standards for medical/behavioral health/pharmaceutical Care Coordination... must be shared with EBD Health Services.</p> <p>Please define what is the role of EBD Health Services? Is this saying for every member who has an open care management program, the contractor is to send a plan of care to this entity?</p> <p>See Final RFP Section 6.4.O and Section 1.7.KK.</p> |
| 94. | <p>Section 6.4 Case Management Requirements (page 42) U. Contractor shall coordinate efforts with EBD's Health Services Liaison.</p> <p>Please define what is the role of the Health Services Liaison?</p> <p>See Final RFP Section 1.7.P.</p> |
| 95. | <p>Section 6.5 Small and Large Case Management (page 42) A. Contractor shall manage the Participant's based on a Small or Large Case Management Trigger List which must include Participants with any or all of the following:</p> <ol style="list-style-type: none"> 1. Small Dollar Claim Threshold 2. High Dollar Claim Threshold 3. Chronic or progressive disease states 4. Co-morbidities (i.e. multiple diagnoses) 5. Acute and catastrophic diagnoses 6. Frequent hospitalizations/Emergency Room visits 7. High usage of healthcare services |

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| | <p>What is the small dollar claim threshold and what is the large dollar threshold?</p> <p>See Final RFP Section 1.7.Q. and Section 1.7.HH.</p> |
| 96. | <p>Section 6.5 Small and Large Case Management (page 42) B. Contractor shall make contact with Participants for the initial evaluation of the Participant's needs within two (2) days of receiving the referral, subject to initial clinical evaluation, or as directed by EBD.</p> <p>Our standard is to provide initial evaluation with three (3) days. Is this acceptable to the State/EBD?</p> <p>No.</p> |
| 97. | <p>Section 6.7 Disease Management Requirements (page 42) A. Contractor shall provide options of telephonic or online coaching, and may include face-to-face coaching, by registered nurses for chronic diseases.</p> <p>How does the State/EBD define online coaching as it pertains to their disease management requirements?</p> <p>On-line coaching is defined as: Private assessment with a Participant conducted by a registered nurse that includes a patient assessment, capturing medical history (social, personal and family) and develops an action plan that addresses existing health, pregnancy and associated risks and diagnosis.</p> |
| 98. | <p>Section 6.9 Maternity Management Services Requirements (page 43) A. Contractor shall provide options of telephonic or online coaching, and may include face-to-face coaching, by registered nurses for Maternity Management Services (MMS) Participants.</p> <p>How does the State/EBD define online coaching as it pertains to their maternity management requirements?</p> <p>See Question 97.</p> |
| 99. | <p>Section 6.9 Maternity Management Services Requirements (page 43) D. Contractor shall enroll Maternity Management Services Participants into the secure task system for purposes of reporting.</p> <p>What is the secure task system?</p> <p>See Question 76.</p> <p>Please provide a sample report?</p> <p>No.</p> <p>Is this an automated report that is in the secure task system or is this manual?</p> <p>It is manual.</p> |

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| 100. | <p>Section 6.10 Wellness Program Requirements (page 43) A. Contractor shall administer the Wellness Program requirements as outlined by the Board. These requirements include, but are not limited to the following:</p> <ul style="list-style-type: none"> ■ Reviewing biometric data of the Recipients. <p>Is this employees and spouses that require a review of biometric data?</p> <p>Yes.</p> <p>Is it incentivized to receive the review?</p> <p>Yes.</p> <p>See Final RFP Section 1.7.CC.</p> |
| 101. | <p>Section 7.3 Prospective Contractor Qualifications (page 46) B. Prospective Contractor must propose programs which have been established for five (5) years or greater coordinating the development, implementation, management and promotion of a public employer's EAP. Some examples of resources for our AR Employees include, but are not limited to, the following:</p> <ul style="list-style-type: none"> ■ Personal Health Dashboard <p>Does the Personal Health Dashboard referenced above relate specifically to EAP?</p> <p>Yes.</p> |
| 102. | <p>Section 7.4 General Requirements (page 46 to 47)</p> <p>Please confirm how many face-to-face sessions does the current EAP provide?</p> <p>This question is not relevant to the contractor's response to the requirements of this RFP.</p> |
| 103. | <p>Section 7.4 General Requirements (page 46 to 47)</p> <p>How many critical incident and training hours would you like vendors to propose?</p> <p>This is at the Contractor's discretion.</p> |
| 104. | <p>Section 7.4 General Requirements (page 46 to 47)</p> <p>Will the State/EBD be interested in work life services beyond what is provided as part of a standard digital solution? Do you want a telephonic work life solution as well?</p> <p>See Final RFP Section 7.4.B.2. and Technical Proposal Packet Section 6 Employee Assistant Program.</p> |
| 105. | <p>Section 7.4 General Requirements (page 46 to 47)</p> <p>Will the Final RFP include:</p> <ul style="list-style-type: none"> ■ Most recent annual utilization report? ■ Historical face-to-face EAP utilization for each of the past 3 years? ■ Average number of visits per EAP episode? |

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| | <ul style="list-style-type: none"> ■ Number of DOT cases for each of the past 3 years? ■ Number of SAP cases for each of the past 3 years? ■ Historical utilization of training seminars for each of the past 3 years? Provide the number of seminars and the hours used. Please break this down by employee orientation hours and supervisor training hours. ■ Historical utilization of CISDs for each of the past 3 years? Provide the number of critical incidents and the hours used. If historical utilization is not available, what is the customer expecting utilization to run at in the future? ■ Member demographic information? What percentage of the membership is male? What percentage of the membership is female? What is the average member age? ■ Current and historical EAP rates for each of the last three years? ■ Promotional materials provided by the current EAP vendor? ■ Requirement for member and employee email addresses to the current EAP vendor for email communications? <p>See Question 39.</p> |
| 106. | <p>Section 8.1 Eligibility Configuration (page 49) B.</p> <p>Will the Final RFP include the eligibility structure mentioned within this requirement?</p> <p>No.</p> |
| 107. | <p>Section 8.2 System Requirements (page 50) D. Contractor shall have a, secure website/portal and sign-on for a Recipient participating in multiple Programs and for the communication of health related information for a Recipient participating in multiple Programs. Contractor shall develop a trusted link between the ARBenefits.org/Member Page and the Contractor’s website for use by Recipients.</p> <p>Will the Final RFP include the scope of the statement above as it relates to “the communication of health related information”?</p> <p>See Final RFP Section 3.7.J. and 7.4.E.</p> |
| 108. | <p>Section 8.3 Compliance Privacy and Security (page 50) E.</p> <p>Our standard ID length is an eight (8) digit numeric ID. Is this acceptable to the State?</p> <p>No, see Final RFP Section 3.2.GG. and Section 8.3.E.</p> |
| 109. | <p>Section 9.2 Administrative Cost Price Sheets (page 51) A.</p> <p>Will the Final RFP enable a prospective contractor to propose fees on a per employee per month (PEPM) basis rather than per member per month (PMPM) basis?</p> <p>No.</p> <p>Are contractors allowed to offer all-inclusive fees versus individual services broken out by PEPM?</p> <p>No.</p> |

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| 110. | <p>Section 11.2 General Information (page 58) A.</p> <p>Our requested language revision follows, is this acceptable?</p> <p>2. Contract with another party, other than Contractor, to indemnify and defend that party for any liability and damages.</p> <p>3. Pay damages, legal expenses or other costs and expenses of any other party. Except that the State will be responsible for legal expenses or costs incurred as a result of plan benefits litigation brought against State and/or Contractor.</p> <p>No.</p> |
| 111. | <p>Section 11.4 Set-Off (page 59)</p> <p>Our requested language revision follows, is this acceptable?</p> <p>If any portion of the fee is disputed, Customer shall pay Contractor the undisputed portion, and shall provide written details to Contractor prior to the date payment is due, explaining Customer's good faith basis for disputing such fee. Customer may withhold the disputed portion during pendency of such dispute, during which time both parties agree to use commercially reasonable efforts to resolve the dispute.</p> <p>No.</p> |
| 112. | <p>Section 11.5 Disputes (page 59)</p> <p>Our requested language revision follows, is this acceptable?</p> <p>In the event of any dispute concerning any performance by the EBD under the contract, the Contractor shall notify the EBD Director in writing. The State Procurement Director or a designee, prior to commencement of an action in court or any other action provided by law, will attempt to negotiate a settlement of the dispute with the parties in accordance with A.C.A. § 19-11-246. If the claim or controversy is not resolved by mutual agreement, and after reasonable notice to the parties in accordance with A.C.A. § 19-11-246 (c) (1), the State Procurement Director or his designee shall promptly issue a decision in writing stating the reason for the actions taken and a copy of the decision shall be mailed or otherwise furnished to the Contractor. Nothing in this Section is intended to prevent either party from seeking any other remedy available at law including seeking redress in a court of competent jurisdiction.</p> <p>No.</p> |
| 113. | <p>Section 11.8 Statement of Liability (page 60) B. Indemnification</p> <p>Our requested language revision follows, is this acceptable?</p> <p>With respect to loss, expense, damage, liability, claims or demands, either at law or in equity, for actual or alleged damage arising from the work performed under this agreement by the Contractor and its employees, agents, or subcontractors, and for any additional costs of alternatively accomplishing the goals of the contract, as well as any liability, including liability for costs or fees, which the EBD may sustain as a result of the Contractor's performance or lack of performance, Contractor agrees that it will cooperate with the EBD in the defense of any action or claim brought against the EBD seeking the foregoing damages or relief; it will in good faith cooperate with the EBD should the EBD present any claims of the foregoing nature against Contractor to the Claims Commission of the State of Arkansas; it will not take any action to frustrate or delay the prompt hearing on claims of the foregoing nature by the said Claims Commission and will make reasonable efforts to expedite said hearing; provided, however, Contractor reserves its right to assert in good faith all claims and defenses available to it in any proceeding in said Claims Commission or other appropriate forum. The foregoing indemnification clause shall take precedent over any conflicting indemnification clause in this contract. Contractor shall be solely responsible for all claims of any nature arising out of its gross negligence, material breach of statutory or regulatory requirements, or breach of contract with</p> |

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| | <p>regards to unauthorized access or use of protected health information and Contractor shall hold harmless and indemnify the EBD for all such claims and all costs associated thereto including but not limited to all fees, fines, penalties, and reasonable attorney fees arising therefrom.</p> <p>No.</p> |
| 114. | <p>Section 11.11 Confidentiality (page 61) A.</p> <p>Our requested language revision follows, is this acceptable?</p> <p>In connection with this contract, the Contractor will receive certain Confidential Information relating to EBD Recipients. For purposes of this contract, any information furnished or made available to the Contractor relating to EBD Recipients, the financial condition, results of operation, business, customers, properties, assets, liabilities or information relating to Recipients including but not limited to protected health information as defined by the Privacy Rule promulgated pursuant to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, is collectively referred to as "Confidential Information". The Contractor shall comply with all EBD policies governing privacy and security of Confidential Information, including the EBD's designation of the Confidential Information as required by the Arkansas Data and System Security Classification Standards, and shall implement and maintain reasonable security procedures and practices appropriate to the nature of the Confidential Information as required by A.C.A. § 4-11-104, the Personal Information Protection Act ("the Act"). In addition, the Contractor shall comply with the Business Associate Agreement between the parties, incorporated herein by reference, and shall disclose any breaches of privacy or security by contacting the EBD Compliance Officer within ten (10) business days of the breach by notification to the following e-mail address: Laura.Thompson@dfa.arkansas.gov.</p> <p>No.</p> |
| 115. | <p>Section 11.15 Expiration or Termination of Resulting Contract/Transition (page 63) E.</p> <p>We request E. 1. Be struck in its entirety.</p> <p>Section 11.15.E.1. stands as written.</p> |
| 116. | <p>Section 11.16 Assignment Restrictions (page 63)</p> <p>Our requested language revision follows, is this acceptable?</p> <p>Except as expressly provided in this Agreement, neither Party may assign, or otherwise transfer, its rights or delegate its obligations under this Agreement without prior written consent of the other Party. Nevertheless, Contractor can assign this Agreement, including its rights and obligations to Contractor's affiliates, to an entity controlling, controlled by, or under common control with Contractor, or a purchaser of all or substantially all of Contractor's assets, subject to notice to Customer of the assignment.</p> <p>No.</p> |

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| 117. | <p>Section 12 Standard Terms and Conditions (page 65) 21. Assignment</p> <p>Our requested language revision follows, is this acceptable?</p> <p>Any contract entered into pursuant to this solicitation shall not be assignable nor the duties thereunder delegable by either party without the written consent of the other party of the contract. Nevertheless, Contractor can assign this Agreement, including its rights and obligations to Contractor's affiliates, to an entity controlling, controlled by, or under common control with Contractor, or a purchaser of all or substantially all of Contractor's assets, subject to notice to Customer of the assignment.</p> <p>No.</p> |
| 118. | <p>ATTACHMENT A - BAA ■ 4. Obligation of the Business Associate (page 4) (c)</p> <p>Our requested language revision follows, is this acceptable?</p> <p>Business Associate agrees, without unreasonable delay, to report to Covered Entity (i) any use or disclosure of PHI not provided for by this BAA and/or the Agreement, of which it becomes aware in accordance with 45 C.F.R. 164.504(e)(2)(ii)(C); and/or (ii) any Security Incident of which Business Associate becomes aware in accordance with 45 C.F.R. 164.314(a)(2)(i)(C). With respect to any use or disclosure of Unsecured PHI not permitted by the Privacy Rule that is caused solely by Business Associate's failure to comply with one or more of its obligations under this BAA, Covered Entity hereby delegates to Business Associate the responsibility for determining when any such incident is a Breach. In the event of a Breach, Business Associate shall (i) provide Covered Entity with written notification, and (ii) provide all legally required notifications to Individuals, HHS and/or the media, on behalf of Covered Entity, in accordance with 45 C.F.R. 164 (Subpart D) Business Associate shall pay for the reasonable and actual costs associated with those notifications.</p> <p>No.</p> |
| 119. | <p>ATTACHMENT B - OVERALL ADMIN PS OPERATIONS, SYSTEMS AND SECURITY 1. Process enrollment and demographic additions, changes, and deletions. Within three (3) calendar days of the creation date of the file provided by EBD.</p> <p>Our standard is based upon receipt date instead of creation date and business days instead of calendar days. Is this acceptable to the State/EBD?</p> <p>No.</p> |
| 120. | <p>ATTACHMENT B - OVERALL ADMIN PS OPERATIONS, SYSTEMS AND SECURITY 2. Exempt from performance damage – within one (1) calendar day</p> <p>Our standard is business days instead of calendar days. Is this acceptable to the State/EBD?</p> <p>No.</p> |

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| 121. | <p>ATTACHMENT B - OVERALL ADMIN PS OPERATIONS, SYSTEMS AND SECURITY</p> <p>3. Report to EBD, incomplete of unreadable information – within one (1) calendar day</p> <p>Our standard is business days instead of calendar days. Is this acceptable to the State/EBD?</p> <p>No.</p> |
| 122. | <p>ATTACHMENT C – HEALTH INSURANCE PS CLAIMS TO EBD</p> <p>1. The Contractor shall provide EBD with a daily claims file in a HIPAA compliant format to be reconciled with an eligibility file</p> <p>Please confirm this daily claim file is a copy of the 837 claim file for the State's members.</p> <p>No, this daily claim file is a modification of the 837 claim file.</p> |
| 123. | <p>ATTACHMENT C – HEALTH INSURANCE PS DAILY ELIGIBILITY FILE</p> <p>1. The Contractor agrees to process enrollment additions, changes, and deletions correctly within three (3) calendar days of the generation date of the file.</p> <p>Our standard is within three (3) business days of receipt of the file. Is this acceptable to the State/EBD?</p> <p>No.</p> |
| 124. | <p>ATTACHMENT C – HEALTH INSURANCE PS DAILY ELIGIBILITY FILE</p> <p>1. The Contractor agrees to provide EBD with a file containing provider information in a weekly basis. EBD will populate their system with this file. The format will be determined by EBD.</p> <p>What is the intent of this request of the contractor?</p> <p>To populate EBD's system.</p> |
| 125. | <p>ATTACHMENT C – HEALTH INSURANCE PS NETWORK /PROVIDER FILE</p> <p>1. The Contractor agrees to provide EBD with a file containing provider information in a weekly basis. EBD will populate their system with this file. The format will be determined by EBD.</p> <p>What providers/networks detail is to be sent (demographic information, contracting/pricing information)?</p> <p>This will be provided to the successful Contractor.</p> |
| 126. | <p>ATTACHMENT E – MEDICAL MGMT PS UTILIZATION MANAGEMENT</p> <p>1. Pre-certification – Criteria</p> <p>We use URAC criteria for pre-certification, is this criteria acceptable to the State/EBD?</p> <p>No.</p> |

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| 127. | <p>ATTACHMENT E – MEDICAL MGMT PS CUSTOMER SERVICE</p> <p>2. NurseLine - Damages</p> <p>Will the State/EBD agree to the language being revised to read “\$0.10/PM for every hour unavailable for each occurrence of NurseLine down.”?</p> <p>Request is the same language currently written in the Performance Standard.</p> |
| 128. | <p>ATTACHMENT E – MEDICAL MGMT PS REQUESTS FOR INFORMATION (MEMBER)</p> <p>3. Member’s request for information – Criteria</p> <p>Will the State/EBD agree to the language being revised to read “All requests for documentation must be met no later than five (5) business days from the date of the request for information, unless an extension has been requested and approved PRIOR to the due date.”?</p> <p>Yes.</p> |
| 129. | <p>ATTACHMENT E – MEDICAL MGMT PS REPORTING (MEMBER)</p> <p>4. Cost and case mg report/High Cost Claims – Criteria</p> <p>Our standard is to provide these reports in 10 business days. Will this be acceptable to the State/EBD?</p> <p>No.</p> |
| 130. | <p>ATTACHMENT E – MEDICAL MGMT PS REPORTING (MEMBER)</p> <p>5. Access to analytics predictive modeling software or provide reports to EBD.</p> <p>Please provide a sampling of the expected report.</p> <p>This question is not relevant to the contractor’s response to the requirements of this RFP.</p> |
| 131. | <p>ATTACHMENT E – MEDICAL MGMT PS FILE PROCESSING</p> <p>6. Enrollment additions, changes, deletions – process clean file within 24 hours of receipt</p> <p>Our standard is within three (3) business days of receipt of the file. Is this acceptable to the State/EBD?</p> <p>No.</p> |
| 132. | <p>ATTACHMENT E – MEDICAL MGMT PS AUDIT</p> <p>7. Legislative Audit – Criteria</p> <p>Please outline the expected time period for measurement of the criteria to be provided.</p> <p>This may vary per request also see Final RFP Section 3.9.</p> |

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| 133. | <p>ATTACHMENT M – NETWORK PRICING FORMAT ALLOWED CHARGES</p> <p>Due to the nature of this proprietary information and trade-secret information, our legal department will require a signed non-disclosure agreement for release of allowed charges from our proposed network. Will the State/EBD be willing to sign this agreement within the RFP process?</p> <p>See Final RFP Section 1.18.E.</p> |
| 134. | <p>PROPOSAL RESPONSE PACKET 5 MEDICAL MANAGEMENT 5.A. General Services – 1</p> <p>What does the State/EBD consider “intake”? Is this prior-authorization intake or enrollment specialists?</p> <p>TPP Section 5.A.1. is related to the “intake” process for any services rendered by the Contractor related to services outlined as Medical Management. Examples of these could include any of the following:</p> <ul style="list-style-type: none"> ➤ Case Management ➤ Utilization Review ➤ Pre-authorization process ➤ Disease Management program |
| 135. | <p>PROPOSAL RESPONSE PACKET 5 MEDICAL MANAGEMENT 5.A General Services – 10</p> <p>Our standard workflow provides risk stratification for disease management only. Is this acceptable to the State/EBD?</p> <p>See Final Technical Proposal Packet Section 5.A.10, this requests the workflow for risk stratification currently in place.</p> |
| 136. | <p>PROPOSAL RESPONSE PACKET 5 MEDICAL MANAGEMENT 5.B Case Management (CM) – 1</p> <p>For what purpose does the State/EBD use a contractor’s trigger list?</p> <p>The successful contractor is required to demonstrate that it has sufficient capacity to meet EBD’s service requirements.</p> |
| 137. | <p>GENERAL</p> <p>Will another formal Q & A period be a part of the FINAL RFP timeline?</p> <p>Yes.</p> <p>What is the targeted release date of the FINAL RFP?</p> <p>The Final RFP is now posted.</p> <p>Will a full timeline of events for the FINAL RFP be provided at this time?</p> <p>The Final RFP is now posted. See this document for available details.</p> |

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| 138. | <p>GENERAL</p> <p>What is the targeted release date of the FINAL RFP?</p> <p>The Final RFP is now posted.</p> |
| 139. | <p>GENERAL</p> <p>Will a full timeline of events for the FINAL RFP be provided at this time?</p> <p>The Final RFP is now posted. See this document for available details.</p> |
| 140. | <p>What have been the highlights or successes of your current vendors for health insurance, actuarial services, medical mgt, and eap programs?</p> <p>This question is not relevant to the contractor's response to the requirements of this RFP.</p> |
| 141. | <p>What is the immediate or near term strategy with the newly selected vendor(s) for your bundled health services bundle program?</p> <p>This question is not relevant to the contractor's response to the requirements of this RFP.</p> |
| 142. | <p>What is the long term strategy/goals with the newly selected vendor(s) for your bundled health services program?</p> <p>This question is not relevant to the contractor's response to the requirements of this RFP.</p> |
| 143. | <p>What have been the pain points or challenges experienced with your current vendors support of your current health insurance, actuarial services, medical management, and eap programs?</p> <p>This question is not relevant to the contractor's response to the requirements of this RFP.</p> |
| 144. | <p>Section 1.2.A and Section 2.1.D</p> <p>Regarding Sections 1.2 A. and 2.1 D., if a vendor does not have the capabilities to support all four of the programs requested in the health services bundle RFP, either on their own or via subcontracting, can a vendor respond and quote on one or several of those services or is it a “all four or nothing” situation?</p> <p>See Final RFP Section 1.1 and Section 1.2.</p> |
| 145. | <p>With the stated goal of the RFP being “increased cost containment for the services and better integration of the services”, please be specific in terms of what you are seeking in terms of “cost containment” and “integration”. Are there any observed “integration” issues in your current arrangements for health insurance, actuarial services, medical management, and employee assistance which you experiencing and are trying to solve for? If so, what are they?</p> <p>This question is not relevant to the contractor's response to the requirements of this RFP.</p> |

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| 146. | <p>Is a requirement of the RFP that Medical Management Program be URAC or NCQA accredited?</p> <p>See Final RFP Section 2.2.</p> |
| 147. | <p>Would the State considered unbundling the Medical Care Management to an organization who can guarantee a strong ROI?</p> <p>See Final RFP Section 1.1 and Section 1.2.</p> |
| 148. | <p>How Important is it to the state to have analytic tools to specifically targets members who would benefit most from interventions?</p> <p>This question is not relevant to the contractor's response to the requirements of this RFP.</p> |
| 149. | <p>Are effective mobile and web-based tools a must have in the Medical Management sections as modalities of engagement were not outlined in the RFP?</p> <p>See Final RFP Section 8.2.</p> |
| 150. | <p>Would you considering carving out population health to a vendor who could specific demonstrate overall population health improvement?</p> <p>See Final RFP Section 1.1 and Section 1.2.</p> |
| 151. | <p>If the state will only allow bidders who can bid on all 4 required components, how might an existing vendor be considered for 1 or more of the services if the state were to elect to make an award to more than one vendor carving out a specific service?</p> <p>See Final RFP Section 1.1 and Section 1.2.</p> |