

DEPARTMENT OF FINANCIAL SERVICES

1920-01 RCP RM MEDICARE SET-ASIDE SERVICES

Addendum No. 1

Questions, Answers, and Amendments

This Addendum No. 1 contains Part I, Questions and Answers, and Part II, Amendments. Please read this addendum in its entirety.

PART I: QUESTIONS AND ANSWERS

#	Vendor Question	Department Answer
1.	How many referrals for each service line does the State request monthly – based on the last two years of historical data. Specifically: Medicare Set Aside (MSA) MSA Submission to CMS Medical Cost Projection Conditional Payment Inquiry Conditional Payment Lien Dispute SSA/Medicare Status Verification (General Question)	Please see the PDF document on the Division’s website for the requested historical data.

2.	<p>What is the extent of the section 111 service offering? Is it limited to consulting services, or full scope reporting services? (Statement of Work, 4., a., iv., page 2)</p>	<p>Full scope reporting services, including consulting services, and mandatory reporting requirements.</p>
3.	<p>Can you advise as to the name of your designated Structure Settlement Broker? (RCP, 3.1.2, (b), 8., page 11)</p>	<p>Arcadia Settlements Group, Inc. Jeff Livingston, Broker</p>
4.	<p>With regard to Peer Review Services, what is the extent of services you're looking for? (SOW Section 4, b., iii., a., page 3)</p>	<p>The current Contractor has not provided Peer Review Services. The Department's Division of Risk Management (DRM) utilizes another Contractor as the primary source for providing Peer Review Services. Please see the updated Attachment 3, Price Response; Sections 4.b. and 5 of Attachment 2, Statement of Work; and Section 3.1.3, Volume Three: Optional Services. The Department has removed this service as a Case Service under Section 4.b. of Attachment 2, Statement of Work. If the Responded wishes to propose this service as a potential optional service, it should detail its proposal in Volume Three of its Response.</p>
5.	<p>With regard to Medical Field Case Management, what is the extent of services requested? If not offered by the Contractor, is there an expectation to submit a bid for coordination of services? (SOW Section 4, b., iii., b., page 3)</p>	<p>The current Contractor has not provided Medical Case Management Services. The DRM utilizes another Contractor as the primary source for providing Medical Case Management Services. Please see the updated Attachment 3, Price Response; Sections 4.b.</p>

		<p>and 5 of Attachment 2, Statement of Work; and Section 3.1.3, Volume Three: Optional Services. The Department has removed this service as a Case Service under Section 4.b. of Attachment 2, Statement of Work. If the Responded wishes to propose this service as a potential optional service, it should detail its proposal in Volume Three of its Response.</p>
6.	<p>Would you be able to provide us with details surrounding your claim volume? (RCP, Section 2 – Technical Questionnaire, page 10)</p>	<p>The Division typically receives approximately 12,000 new claims per year.</p> <p>2019-2020: 11,399 new claims 2018-2019: 12,043 new claims 2017-2018: 12,835 new claims</p>
7.	<p>Did the Division mean to include Peer Review and Field Case Management – 2 services not typically provided by the typical MSA company – as two of the four <u>key</u> pricing factors to be scored/considered when grading the RCP Response? Would not replacing Peer Review and Field Case Management with, say, Conditional Payment Services and Future Medical Cost Projections respectively be better key pricing factors when scoring/evaluating an MSA company? (Attachment 3, Price Response) (SOW, 4., b., iii., page 3)</p>	<p>See Answers 4 and 5 above.</p>
8.	<p>Will the Contractor act as the agent for Section 111 Reporting as well as the Expert Consultant? (SOW, iv., page 2)</p>	<p>Yes.</p>

9.	If acting as the agent for Section 111, what is the transition period for completing the information connectivity and data transfer testing? (SOW, iv., page 2)	Due to the limited number of MSAs, the DRM provides information and data electronically. The current Contractor does not have access to the DRM's claims management system. If the Respondent feels this is critical to the provision of their services, information should be provided the Respondent's Response.
10.	What is the current method of information transfer? (RCP, 3.1.2 (b), 3, page 10)	Due to the limited number of MSAs, the DRM provides information and data electronically. The current Contractor does not have access to the DRM's claims management system. If the Respondent feels this is critical to the provision of their services, information should be provided the Respondent's Response.
11.	Will DRM be granting claim system access to the Contractor to allow information and record collection? (SOW, #4, b., i., b., page 2)	Due to the limited number of MSAs, the DRM provides information and data electronically. The current Contractor does not have access to the DRM's claims management system. If the Respondent feels this is critical to the provision of their services, information should be provided the Respondent's Response.
12.	Will you please clarify the "Date of Assignment", is the 30 days referring to CMS submission? (RCP, 3.1.2, (b), 5, page 10)	Thirty (30) days begins on the Date of Assignment. The Date of Assignment is the date the DRM requests services from the Contractor.
13.	Are there any exceptions to the 30-day CMS submission that are consider uncontrollable circumstances? Ex - missing documentation, unsigned release forms, etc.	Under this Contract (in accordance with Attachment 2, Statement of Work), the Contractor shall submit the MSA proposal to CMS with a copy to the DRM within thirty (30) days of assignment. The DRM considers

	(RCP, 3.1.2, (b), 5, page 10)	<p>thirty (30) days sufficient time to obtain all of the required information needed in order to submit to CMS. If the submission to CMS was not performed within thirty (30) days due to the DRM not providing the necessary information, a financial consequence would not be enforced.</p> <p>If an MSA is rejected by CMS, the vendor shall make necessary changes and resubmit the MSA within twenty (20) days of rejection. See Attachment 2, Statement Of Work, pages 2 and 3.</p>
14.	<p>In the last 12 months, how many hours of Peer Review services has your current Contractor provided? (SOW, #4, (b), iii., (a), page 3)</p>	None. See Answer 4 above for more information.
15.	<p>In the last 12 months, how many hours of Medical Field Case Management services has you current Contractor provided? (SOW, #4, (b), iii., (b), page 3)</p>	None. See Answer 5 above for more information.
16.	<p>To assist the reviewing team, is there a format for responses to the RCP questions that is preferred? Is there a sample format? (General Question)</p>	Respondents should provide Responses in accordance with Section 3, Response Instructions, of the RCP document. Matters not addressed in Section 3, Response Instructions, are left to the Respondent’s discretion. See Attachment B, Evaluator Score Sheet,

		for more information on how the Response is scored by the Department's evaluators.
17.	<p>This question requests an estimate of the Respondent's average number of days from assignment of a case until the MSA is submitted to CMS. Are you asking for the turnaround time from when the MSA referral is made, even if we do not have all the documentation necessary to complete the MSA, to when it is submitted to CMS, assuming it can be submitted to CMS? Keep in mind that once the MSA report is completed, we have no control over when the MSA is submitted. The client must confirm when to submit the MSA which can be a few days to months afterward. We would suggest that there are actually two key indicators here. First, the turnaround time from receipt of all documentation from client necessary to complete the MSA report, i.e. medical records, to completion of the report and turnaround time from receipt of all documentation necessary to submit the MSA to CMS, i.e. executed Consent to Release, and receipt of CMS MSA determination letter.</p> <p>(RCP, 3.1.2, (a), 1., page 10)</p>	<p>The Respondent may answer this question (and any other question) as it sees fit, providing any necessary caveats or information to enable the Department to understand its answer. See Attachment B, Evaluator Score Sheet for more information on how the Department is scored by the Department's evaluators.</p> <p>Under this Contract (in accordance with Attachment 2, Statement of Work), the Contractor shall submit the MSA proposal to CMS with a copy to the DRM within thirty (30) days of assignment. The DRM considers thirty (30) days sufficient time to obtain all of the required information needed in order to submit to CMS. If the submission to CMS was not performed within thirty (30) days due to the DRM not providing the necessary information, a financial consequence would not be enforced.</p> <p>If an MSA is rejected by CMS, the vendor shall make necessary changes and resubmit the MSA within twenty (20) days of rejection. See Attachment 2, Statement Of Work, pages 2 and 3.</p>
18.	Does the State of Florida Department of Financial Services consider itself a covered entity under HIPAA?	No, the Department of Financial Services is not a covered entity.

	(RCP, 3.1.2, (b), 2., page 10)	
19.	Will electronic access be granted to the Contractor to pull records directly from the claims system? (RCP, 3.1.2, (b), 3., page 10)	Due to the limited number of MSAs, the DRM provides information and data electronically. The current Contractor does not have access to the DRM's claims management system. If the Respondent feels this is critical to the provision of their services, information should be provided the Respondent's Response.
20.	We note that the Price Response does not include a line item for an MSA submission fee. Is the intent that the MSA submission fee is included in the "Completion of MSA Proposal" fee? (RCP, 3.1.4, page 12) (Attachment 3, Price Response)	Yes.
21.	We note that the Price Response does not include a line item for updates to the original MSA. Is the expectation that all updates are included in the "Completion of MSA Proposal " fee or that after a certain amount of time passes, say one year, an updated or new MSA will be charged at the "Completion of MSA Proposal" fee? (RCP, 3.1.4, page 12) (Attachment 3, Price Response)	The Department intends to only pay once for an MSA to be completed. Responses should be submitted based on this approach. If the Respondent would like to propose an alternate method for consideration during negotiations, it can do so in Volume Five: Exceptions to Standard Contract (see Section 3.1.5 of the RCP document).
22.	Is Respondent allowed to provide peer review and medical field case management services through a subcontractor? Is medical field case management a required service for this contract? (SOW, page 3)	See Answers 4 and 5 above. This service can be provided by a subcontractor with the Department's prior written approval.

PART II: AMENDMENTS

The following amendments were made to the solicitation documents for 1920-01 RCP RM, Medicare Set-Aside Services. The solicitation documents will not be re-posted. Additions are shown in underline and deletions are shown in ~~striketrough~~.

A. Amendments to Request for Contract Proposal.

1. Section 3.1.3, Volume Three: Optional Services (if offered), is amended to add Peer Review and Medical Field Case Management as examples of optional services the Responded might provide. The entire section, as revised, is shown below:

3.1.3 Volume Three: Optional Service (if offered)

Respondents may offer optional services, other than those specifically outlined in this solicitation. Although the Department has listed mandatory requirements and provided a Statement of Work, those are not intended to limit the Respondent's innovations or creativity in preparing a Response to accomplish these goals.

The following are examples of optional services that the Respondent might provide:

- a. Medicare Status Verification (MSV) if MSA needed, cost is waived;
- b. MSA Updates/Revisions within 6 months;
- c. MSA Updates/Revisions over 6 months since original MSA;
- d. Medicare Conditional Payment Services – Initial Verification;
- e. Medicare Conditional Payment Services – Hourly Negotiation Rate;
- f. Self-Administered Support Services;
- g. Custodial Medical Accounts;
- h. Future Medical Cost Projection;
- i. Legal/Expert Services;
- j. Structured Settlement Services
- k. Peer Review; or
- l. Medical Field Case Management.

If the Respondent chooses to propose optional services in its Response, the Respondent must clearly define the proposed optional services and provide the terms that would apply to those services. The Department will not be under any obligation to agree to accept any proposed optional services as a part of the Contract.

B. Amendments to Attachment 2, Statement of Work.

1. Section 4.b., Case Services, is amended to remove section 4.b.iii., Consulting Services, in its entirety as shown below.

b. Case Services. In addition to the requirements provided above, the Contractor shall provide the following case services:

i. Completion of MSA Proposals. In completing MSA Proposals, the Contractor shall:

- a. utilize professional staff who are licensed by the appropriate licensing agency in the state where each professional is domiciled to complete the MSA Proposals (these professionals must include Registered Nurses, attorneys, physicians, pharmacists, and other licensed professionals as needed);
- b. obtain from the Division the required information and documentation needed to complete the MSA Proposal;
- c. consider and evaluate all aspects of each assignment in the development of the MSA Proposal;
- d. submit the MSA Proposal to the CMS, with a copy to the Division, within thirty (30) days from the Date of Assignment;
- e. if an MSA Proposal is rejected by the CMS, make necessary changes and resubmit it within twenty (20) days of rejection; and
- f. obtain CMS approval for the MSA Proposal and provide it to the Division.

ii. Completion of Expedited MSA Proposals. If requested by the Division, the Contractor shall complete an MSA Proposal on an expedited basis. In completing these MSA Proposals, the Contractor shall:

- a. utilize professional staff who are licensed by the appropriate licensing agency in the state where each professional is domiciled to complete the MSA Proposals (these professionals must include Registered Nurses, attorneys, physicians, pharmacists, and other licensed professionals as needed);
- b. obtain from the Division the required information and documentation needed to complete the MSA Proposal;
- c. consider and evaluate all aspects of each assignment in the development of the MSA Proposal;
- d. submit the MSA Proposal to the CMS, with a copy to the Division, within the expedited timeline requested from the Date of Assignment;
- e. if an MSA Proposal is rejected by the CMS, make necessary changes and resubmit it within twenty (20) days of rejection; and
- f. obtain CMS approval for the MSA Proposal and provide it to the Division.

iii. ~~Consulting Services. If requested by the Division for a particular case, the Contractor shall provide:~~

- ~~a. Peer Review. The Contractor shall provide Peer Review services for claims in which the appropriateness of medical treatment and plan for future treatment is reviewed by an independent physician, in the same specialty, in order to obtain an objective opinion as to such treatment and plan.~~
- ~~b. Medical Field Case Management. The Contractor shall provide Medical Field Case Management services in which a Medical Field Case Manager (MCM) is assigned to the claim in order to communicate with the claimant about treatment, review medical records and attend medical appointments, so as to ensure appropriate medical care that would facilitate claimant's reaching maximum medical improvement and potential return to work.~~

2. The table in Section 5, Deliverables, is amended to delete the Peer Review and Medical Field Case Management rows of the table as shown below.

Deliverable	Performance Standards / Due Date	Financial Consequence
Training (as required by Section 4.a.v., Training)	The Contractor shall submit training curriculum to the Division; submit requested revisions to the curriculum, if requested; and provide the requested training by the deadlines set forth in Section 4.a.v., Training, unless a mutually agreeable alternative timeline is established.	\$250.00 for each Business Day: <ol style="list-style-type: none"> 1. beyond five (5) days from the Division's request for training (or the mutually agreed-upon deadline) that the curriculum is not provided to the Department's Contract Manager, or 2. beyond five (5) days from the Division's

		<p>requested revisions to the curriculum (or the mutually agreed-upon deadline) that the revised curriculum is not provided to the Department's Contract Manager, or</p> <p>3. beyond the deadline to provide the training until the Contractor provides the training.</p>
Monthly Report (as required by Section 4.a.vi., Monthly Report.)	Acceptance by the Division based on reporting standards to be agreed upon between Contractor and Division. The report is due monthly on the first (1 st) Business Day of each month.	\$250.00 for each Business Day beyond the fifth (5 th) Business Day of the month until the Monthly Report is submitted.
Customer Service (as required by Section 4.a.vii., Customer Service)	The Contractor shall provide real-time assistance during the Division's business hours of 8:00 a.m. through 5:00 p.m., Eastern Time, each Business Day.	\$2,500.00 for each Business Day Customer Service is not available.

<p>Completion of MSA Proposals (as required by Section 4.b.i., Completion of MSA Proposals)</p>	<p>The Contractor's MSA Proposals and their delivery to the Division shall meet the requirements set forth in Section 4.b.i., Completion of MSA Proposals.</p>	<p>\$1,000.00 for each Business Day:</p> <ol style="list-style-type: none"> 1. the initial submission of the MSA Proposal, is submitted beyond thirty (30) days after the Date of Assignment, or 2. beyond twenty (20) days after the date the initial MSA Proposal was rejected that the MSA Proposal is not resubmitted.
<p>Completion of Expedited MSA Proposals (as required by Section 4.b.ii., Completion of Expedited MSA Proposals)</p>	<p>The Contractor's MSA Proposals and their delivery to the Division shall meet the requirements set forth in Section 4.b.ii., Completion of Expedited MSA Proposals.</p>	<p>\$1,000.00 for each Business Day:</p> <ol style="list-style-type: none"> 1. the initial submission of the MSA Proposal is submitted more than five (5) Business Days past the Department's requested expedited date, and the Contractor is unable to prove that it could not have met such date had it used best efforts to do so; and

		<p>2. beyond twenty (20) days after the date the initial MSA Proposal was rejected that the MSA Proposal is not resubmitted.</p>
<p>Peer Review (as required by Section 4.b.iii.a., Peer Review)</p>	<p>If requested by the Division, the Contractor shall provide peer review services as required by Section 4.b.iii.a., Peer Review, in a manner that is satisfactory to the Division and by the date requested by the Division, unless a mutually agreeable alternative timeline is established.</p>	<p>If services rendered are not deemed satisfactory to the Division, the Contractor shall re-perform the work needed to provide satisfactory service at no additional cost to the Department.</p>
<p>Medical Field Case Management (as required by Section 4.b.iii.b., Medical Field Case Management)</p>	<p>If requested by the Division, the Contractor shall provide medical field case management services as required by Section 4.b.iii.b., Medical Field Case Management, in a</p>	<p>If services rendered are not deemed satisfactory to the Division, the Contractor shall re-perform the work needed to provide satisfactory service at no additional cost to the Department.</p>

	manner satisfactory to the Division and by the date requested by the Division, unless a mutually agreeable alternative timeline is established.	
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C. Amendments to Attachment 3, Price Response.

1. The rows for pricing for “Consulting Services – Peer Review” and “Consulting Services – Medical Field Case Management” for both the Initial Term and Renewal Term of the Contract were deleted. A revised Attachment 3, Price Response, is being posted with this Addendum; this is the version that should be submitted as a part of a Respondent’s Response.