ADDENDUM #7

Open Enrollment

For

Independent Review Organization Services
Medicaid and CHIP Services
Managed Care Contracts and Oversight
HHS0008368

Notice is hereby given to prospective applicants to the above referenced open enrollment that changes have been made to requirements or information in the open enrollment, as noted in the addendum below.

Addendum 7			
Item	**Open Enrollment Reference**	**Previous Language**	**New Language**
1.	Enrollment Cover Page	**Notice of Open Enrollment** **For** **Independent Review Organization Services** **Medicaid and CHIP Services** **Managed Care Compliance and Operations**	**Amended language is as follows:** **Notice of Open Enrollment** **For** **Independent Review Organization Services** **Medicaid and CHIP Services** **Managed Care Contracts and Oversight**
2.	Section 1.4 Eligible Applicant	1.4.1 To be considered for a contract award, an Applicant must demonstrate that: C. Applicant has the ability to assign reviewers who are fully credentialed, licensed, board-certified clinical reviewers (in the case of physicians), or where appropriate fully credentialed, licensed, non-physician clinical reviewers of the same specialty or area of practice that would generally provide the type of treatment that is the subject of the review; D. Applicant has the ability to employ or contract with physicians who are in good standing with applicable licensing board for his or her specialty; E. Applicant has the ability to contractually	**Amend section 1.4, Eligible Applicant, by deleting the content of subsections 1.4.1 (C)(D) and (E) in their entirety and replacing it with:** 1.4.1(C) [Deleted]. 1.4.1(D) [Deleted]. 1.4.1(E) [Deleted]. **Amend subsection 1.4.1(F) to delete the following:** HealthSpring Life & Health Ins. Co. Sendero Health Plans, Inc.

		require physician and non-physician reviewers or subcontractors to immediately disclose any action taken by a licensing, certification, or credentialing body, health care facility or health plan to condition, suspend, or revoke the reviewer's license, certification, or credentials. If such notification is received, the contracted IRO agrees to exclude that reviewer from Texas cases; and 1.4.1 (F) [MCO table] HealthSpring Life & Health Ins. Co. Sendero Health Plans, Inc.	
3.	Section 1.5.2 Contract Elements	1.5.2 Contract Elements The term "Contract" means the Contract awarded as a result of this OE. At a minimum, the following documents will be incorporated into the Contract: this Notice of Open Enrollment, including all attachments and exhibits; any modifications, addendum or amendments issued in conjunction with this Notice of Open Enrollment; HHSC's Uniform Terms and Conditions (UTCs), Version 3.0 (see Exhibits); the Data Use Agreement for Contractors who access agency confidential information and who are not exempt (https://hhs.texas.gov/doing-business-	**Amend subsection 1.5.2 Contract Elements as follows:** The term "Contract" means the Contract awarded as a result of this OE. At a minimum, the following documents will be incorporated into the Contract: this Notice of Open Enrollment, including all attachments and exhibits; any modifications, addendum or amendments issued in conjunction with this Notice of Open Enrollment; HHSC's Uniform Terms and Conditions (UTCs), Version 3.2 (see Exhibits); the Data Use Agreement for Contractors who access agency confidential information and who

		hhs/business-contracting-opportunities); and the successful Applicant's application.	are not exempt (https://hhs.texas.gov/doing-business-hhs/business-contracting-opportunities); and the successful Applicant's application.
4.	Section 2.1 Scope of Work – Service Reductions or Denials	2.1.3 The IRO must perform these reviews and render a decision within 10 calendar days from the date the request is received from the HHSC Intake Team. If a case is determined to be Expedited by HHSC, the IRO must render a decision within one business day from the date of assignment. MCO/DMO will provide determination documentation in a secure manner to the IRO in three calendar days for regular EMR determinations, and the same day for expedited decisions. 2.1.2 The IRO must review assignments and determine if there is a conflict of interest not previously identified by HHSC. If a conflict of interest is identified the assignment must be returned to HHSC for reassignment to another IRO no later than the next business day. 2.1.4 The IRO must mail the decision notice using language approved by HHSC to the Medicaid member, the MCO/DMO and to HHSC by the 10th calendar day. 2.1.7 The IRO must have reviewers available for	**Amend section 2.1, Scope of Work – Service Reductions or Denials, by amending section 2.1.2 as follows:** 2.1.2 The IRO must review assignments and determine if there is a conflict of interest or other reason the IRO is unable to perform the requirements of the contract not previously identified by HHSC. If a conflict of interest or other reason the IRO is unable to perform the requirements of the contract is identified on a request for a Standard EMR, the assignment must be returned to HHSC for reassignment to another IRO no later than the next Business Day. If a conflict of interest or other reason the IRO is unable to perform the requirements of the contract is identified on a request for an Expedited EMR, the assignment must be returned to HHSC for reassignment to another IRO as soon as possible but no later than three hours from when the Expedited EMR was received by the IRO. **Deleting subsection 2.1.3 and replacing subsection 2.1.3 in its entirety as follows:**

		cases that represent the full range of expertise needed to accept and process appeals concerning full range of services that may be covered or sought to be covered by Texas Medicaid.	2.1.3 The IRO must perform these reviews and render a decision within 10 Calendar Days from the date the request is received from the HHSC Intake Team. If a case is determined to be appropriate for an Expedited EMR by HHSC, the IRO must render a decision within one Business Day from the date of assignment. **Amending 2.1.4, Scope of Work to read as follows:** 2.1.4 The IRO must provide notice of its decision using language approved by HHSC to the Member, the MCO/DMO and to HHSC by the 10th calendar day following receipt of the MCO's records related to the service denial or reduction determination. For Expedited EMRs, the IRO must provide notice of its decision using language approved by HHSC to the Member, the MCO/DMO and to HHSC by no later than the next Business Day following receipt of the MCOs records related to the service denial or reduction determination. 2.1.4.1 Notice to the Member must be sent by U.S. first class mail. At the Member's request the notice must also be sent via secure email. For the purpose of providing the notice via secure email HHSC will provide the Member's email address

			to the IRO. 2.1.4.2 Notice to the MCO/DMO and HHSC must be sent by secure email. **Amend section 2.1, Scope of Work – Service Reductions or Denials by deleting the content of subsection 2.1.7 and replacing it with [Deleted].**
5.	Section 2.2 Scope of Work – Eligibility Denials	2.2.5 The IRO must review assignments and determine if there is a conflict of interest not previously identified by HHSC. If a conflict of interest is identified the assignment must be returned to HHSC for reassignment to another IRO no later than the next business day. 2.2.7 If the case advances to the State Fair Hearings process, the IRO must attend the hearing to present their decision, if requested by the TMHP or Medicaid member. The Member or the TMHP request for IRO participation may include specific participation of the IRO reviewer of the case, if available. Otherwise, IRO representation must include IRO staff knowledgeable of the case. This is included in the rate denoted below in subsection 3.1.	**Amend section 2.2.5 as follows:** 2.2.5 The IRO must review assignments and determine if there is a conflict of interest or other reason the IRO is unable to perform the requirements of the contract not previously identified by HHSC. If a conflict of interest or other reason the IRO is unable to perform the requirements of the contract is identified on a request for a Standard EMR, the assignment must be returned to HHSC for reassignment to another IRO no later than the next Business Day. If a conflict of interest or other reason the IRO is unable to perform the requirements of the contract is identified on a request for an Expedited EMR, the assignment must be returned to HHSC for reassignment to another IRO as soon as possible but no later than three hours from when the Expedited EMR was received by

			the IRO. **Amend section 2.2.7 as follows:** 2.2.7 If the case advances to the State Fair Hearings process, the IRO must attend the hearing to present their decision, if requested by the HHSC, TMHP, or Medicaid member. The HHSC, TMHP or Member request for IRO participation may include specific participation of the IRO reviewer of the case, if available. Otherwise, IRO representation must include IRO staff knowledgeable of the case. This is included in the rate denoted below in subsection 3.1.
6.	Section 2.3 Responsibilities and Requirements of the Parties	2.3.3 The IRO must attend State Fair Hearings at the request of the MCO, DMO, the TMHP or Medicaid member. 2.3.9 The IRO must submit to HHSC a complete list of reviewers that will be assigned EMRs upon 30 days of the contract execution date. IRO must provide the list of reviewers on a quarterly basis.	**Amend section 2.3.3 as follows:** 2.3.3 The IRO must attend State Fair Hearings at the request of the HHSC, MCO, DMO, the TMHP or Medicaid member. **Amend section 2.3, Responsibilities and Requirements of the Parties, by adding letters (a), (b), and (c) under subsection 2.3.6:** (a) The IRO must have reviewers available for cases that represent the full range of expertise needed to accept and process appeals for (1) service reductions or denials that may be covered

			or sought to be covered by Texas Medicaid (see section 2.1, Scope of Work - Service Reductions or Denials), and (2) eligibility benefits for medical and functional necessity determinations (see section 2.2, Scope of Work - Eligibility Denials). Reviewers may be an IRO employee or IRO contractor. (b) Each reviewer must be licensed, certified, or credentialed, as applicable, by the State of Texas licensing, certifying, or credentialing body for their respective specialty or area of practice that would generally provide the type of treatment that is the subject of the assigned review. (c) Each reviewer must be in good standing with their respective State of Texas licensing, certifying, or credentialing body. The IRO must contractually require that all reviewers immediately disclose to IRO any action taken by a licensing, certification or credentialing body, health care facility or health plan to condition, suspend or revoke the reviewer's license, certification, or credentials. When such notification is received, the IRO must immediately exclude that reviewer from all Texas EMRs. **Amend subsection 2.3.9 as follows:**

			The IRO must submit to HHSC a complete list of reviewers that will be assigned EMRs upon 30 days of the contract execution date. IRO must provide an updated list of reviewers on a quarterly basis on the 15th of the month following the end of the preceding state fiscal quarter. **Add new subsections to section 2.3, Responsibilities and Requirements of the Parties, as follows:** 2.3.11 If the IRO determines the MCO submitted incomplete or late documentation, or both, the IRO must overturn the MCO service denial, or service reduction, that is adverse to the Member. 2.3.12 The IRO must ensure that a physician reviewer makes the decision to overturn an MCO adverse benefit determination if the decision recommendation was made by an IRO non-physician reviewer. **Add new subsection to section 2.3 Responsibilities and Requirements of the Parties as follows:** 2.3.13 The IRO must notify HHSC in writing within five Business Days of any change in key personnel, such as designated points of contact, the chief executive officer or equivalent, medical

			director, or director of operations or equivalent.
7.	Section 3.1 Service Rate	3.1.1 The IRO will be compensated at a rate of $600.00 per review completed in accordance with Contract requirements. 3.1.2 This compensation rate includes attendance at a State Fair Hearing, if requested by the MCO/DMO, TMHP, or Medicaid member.	**Delete subsections 3.1.1 and 3.1.2 and replace them in their entirety as follows:** 3.1.1 Except as otherwise provided under this section, the IRO will be compensated at a rate of $600.00 per Standard or Expedited EMR completed in accordance with Contract requirements. This compensation rate includes attendance at a State Fair Hearing, if requested by the MCO/DMO, TMHP, or Member. 3.1.2 The IRO will be paid $300.00 if the Member withdraws a Standard EMR request within five Calendar Days from the date the IRO receives notice of the Standard EMR request, provided the IRO has not rendered a decision on the Standard EMR request.
8.	Section 7 Definitions	"Business Day" any day except a Saturday, Sunday, or legal holiday listed in the Texas Government Code, §662.021. "Debarment" means an exclusion from contracting or subcontracting with state agencies on the basis of cause set forth in Title 34, Texas Administrative Code, § 20.105.	**Amend section 7, Definitions, to add "Calendar Day", "Expedited External Medical Review", "Member" and "Standard External Medical Review" as defined terms and amend "Business Day" and "Debarment". The definitions are as follows:** "Business Day" or "business day" means any day except a Saturday, Sunday, or legal holiday listed

			in Texas Government Code, §662.021. "Calendar Day" or "calendar day" means the 24-hour period that begins at midnight and ends 24 hours later at 11:59:59 p.m. To calculate a deadline to respond to a contract requirement, the day of the event that triggers the period is excluded. Saturdays, Sundays, and all holidays are considered Calendar Days. All references in the contract documents to "day" shall mean "Calendar Day". "Debarment" means an exclusion from contracting or subcontracting with state agencies on the basis of cause set forth in 34 Texas Administrative Code § 20.585. "Expedited External Medical Review" (Expedited EMR) is an external medical review conducted on an expedited basis and is appropriate under this contract when the Member, Member's authorized representative, or Member's legally authorized representative can demonstrate that taking the time for a Standard EMR request could jeopardize the Member's life, physical or mental health, or ability to attain, maintain, or regain maximum function. "Member" means a person who: (1) is entitled to benefits under Title XIX of the

			Social Security Act and Medicaid, is in a Medicaid eligibility category included in the STAR, STAR Health, STAR Kids, or STAR+PLUS Program, and is enrolled in the STAR, STAR Health, STAR Kids or STAR+PLUS Program and MCO's STAR, STAR Health, STAR Kids or STAR+PLUS MCO, and in the Texas Medicaid Dental Contractor's dental plan; or (2) is entitled to benefits under Title XIX of the Social Security Act and Medicaid, is in a Medicaid eligibility category included as a voluntary participant in the STAR, STAR Health, STAR Kids, or STAR+PLUS Program, and is enrolled in the STAR, STAR Health, STAR Kids or STAR+PLUS Program and MCO's STAR, STAR Health, STAR Kids, or STAR+PLUS MCO, and in the Texas Medicaid Dental Contractor's dental plan. "Standard External Medical Review" is an external medical review that is appropriate when the Member's life, physical or mental health, or ability to attain, maintain, or regain maximum function is not jeopardized.