MISSISSIPPI DIVISION OF
MEDICAID

REQUEST FOR PROPOSALS

The MississippiCAN Program
RFP# 20131004

Contact:
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Procurement Officer
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Due Dates:
Pre-bid Conference and Rate Methodology Discussion, Tuesday, October 22, 2013
Questions & Letter of Intent
E-MAIL or HAND DELIVERY
5:00 PM Central Daylight Time, Friday, October 25, 2013

Answers Posted to Internet www.medicaid.ms.gov.
5:00 PM Central Daylight Time, Friday, November 1, 2013

Sealed Proposals
MAIL or HAND DELIVERY ONLY
5:00 PM Central Standard Time, Wednesday, November 27, 2013

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1 SCOPE OF WORK

1.1 PURPOSE

The State of Mississippi, Office of the Governor, Division of Medicaid ("Division") issues this Request for Proposals, hereafter referred to as the RFP, to solicit offers from responsible vendors to provide services for statewide administration of the Mississippi Coordinated Access Network (MississippiCAN), a coordinated care program for Mississippi Medicaid beneficiaries that the Division implemented to address the following goals.

- **Improve access to needed medical services:** This goal will be accomplished by connecting beneficiaries with a Medical Home, increasing access to Providers and improving beneficiaries' use of primary and preventive care services.

- **Improve quality of care:** This goal will be accomplished by providing systems and supportive services, including care coordination and other programs that will allow beneficiaries to take increased responsibility for their health care.

- **Improve efficiencies and cost effectiveness:** This goal will be accomplished by contracting with Coordinated Care Organizations (CCO) on a full-risk prepaid capitated basis to provide comprehensive services through an efficient, cost effective system of care.

The Division's current CCO contracts expire on June 30, 2014, and the Division is releasing this RFP to procure new CCO contracts. To meet Federal requirements, the Division must contract with at least two (2) CCOs, and the Division intends to contract with two (2) to three (3) CCOs as a result of this procurement.

1.2 PROCUREMENT OVERVIEW

The following timetable is the estimated and anticipated timetable for the RFP and procurement process. Please note that Offerors will be notified by December 30, 2013 as to whether they will be requested to attend oral presentations. Offerors must be available for such presentations January 6 – 8, 2014.

Figure 1: RFP and Procurement Timetable

Date	Process
October 4, 2013	Release RFP for Bids
October 22, 2013	Bidder's Conference
October 25, 2013	Deadline for Letter of Intent and Written Questions
November 1, 2013	Response to Questions Posted
November 27, 2013 (5:00 p.m. CDT)	Proposal Deadline
December 2 – 27, 2013	Evaluation of Proposals
December 30, 2013	Notice to Vendors of Oral Presentations
January 6 – 8, 2014	Oral Presentations
January 9 – 15, 2014	Executive Review and Award
January 15, 2014	Contracts Signed and Notarized

Date	Process
January 15, 2014	Contract Start
July 1, 2014	Contract Implementation (effective date for provision of Member services)

1.2.1 Mandatory Letter of Intent

The Offeror is required to submit a Letter of Intent to bid. The Letter of Intent is due by 5:00 p.m. CDT via e-mail or hand delivery on October 25, 2013, and should be sent to:

Theresa King
Procurement Officer
Division of Medicaid
Walter Sillers Building
550 High Street, Suite 1000
Jackson, Mississippi 39201
E-mail: theresa.king@medicaid.ms.gov

The Letter of Intent shall be on the official business letterhead of the Offeror and must be signed by an individual authorized to commit the Offeror to the work proposed. Submission of the Letter of Intent shall not be binding on the prospective Offeror to submit a proposal. However, an Offeror that does not submit a Letter of Intent by 5:00 p.m. CDT, October 25, 2013, will not thereafter be eligible for the procurement.

All RFP amendments will be posted on the Division's procurement Website, www.medicaid.ms.gov/bids.aspx. After October 25, 2013, notification of RFP amendments will be sent to Offerors that have submitted a Letter of Intent.

1.2.2 Procedure for Submitting Questions

Multiple questions may be submitted using the template at www.medicaid.ms.gov/bids.aspx. The deadline to submit questions is 5:00 p.m. CDT on October 25, 2013. Written answers will be available no later than 5:00 PM CDT, Friday, November 1, 2013, via the Division's procurement Website, www.medicaid.ms.gov/bids.aspx. Questions and answers will become part of the final Contract as an attachment. Written responses provided for the questions will be binding.

Questions should be sent to:

Theresa King
Procurement Officer
Division of Medicaid
Walter Sillers Building
550 High Street, Suite 1000
Jackson, Mississippi 39201
Email: Theresa.king@medicaid.ms.gov

1.2.3 Proposal Submission Requirements

Proposals must be submitted in writing. The format and content of the proposal is specified in Section 5 of this RFP.

Proposals for the RFP must be submitted in three-ring binders with components of the RFP clearly tabbed. An original and six (6) copies of the Proposal under sealed cover must be received by the Division no later than 5:00

p.m. CDT, on Wednesday, November 27, 2013. The Offeror must also submit one (1) copy of the Proposal on CD in a single document in a searchable Microsoft Word or Adobe Acrobat (PDF) format and one (1) electronic version in accordance with Section 4.6.3 of this RFP.

Any proposal received after this date and time will be rejected and returned unopened to the Offeror. Proposals should be delivered to:

Theresa King
Procurement Officer
Division of Medicaid
Walter Sillers Building
550 High Street, Suite 1000
Jackson, Mississippi 39201

The outside cover of the package containing the Proposal shall be marked:

RFP # 20131004
Proposal
(Name of Offeror)

As the proposals are received, the sealed proposals will be date-stamped and recorded by the Division. The Offeror is responsible for ensuring that the sealed competitive proposal is delivered by the required time and to the required location and assumes all risks of delivery. A facsimile proposal will not be accepted. Each original proposal must be signed in blue ink by an official authorized to bind the Offeror to the proposal provisions. Proposals and modifications thereof received by the Division after the time set for receipt or at any location other than that set forth above will be considered late and will not be considered for award.

1.3 PROGRAM OVERVIEW AND HISTORY

1.3.1 History of Program

On January 1, 2011, the Division implemented the MississippiCAN Program for selected high-risk beneficiaries. Beneficiaries are enrolled with one of two currently contracted CCOs, through which they access covered MississippiCAN Program services.

After successfully implementing this initial phase of the program and receiving Legislative approval in Spring 2012 to enroll up to forty-five percent (45%) of Medicaid beneficiaries in managed care delivery systems, the Division expanded MississippiCAN in December 2012 to include additional populations and services.

Please see the MississippiCAN Program website for additional information, which is available at: http://www.medicaid.ms.gov/mscan/Welcome.aspx.

1.3.2 Geographic Coverage

The MississippiCAN Program operates in all 82 counties in the state of Mississippi for all eligible beneficiaries. CCOs contracted to provide services will operate statewide.

1.3.3 Program Enrollment

As shown in Figures 2 and 3 below, certain populations have the option to enroll in the MississippiCAN Program while others may not disenroll. Individuals who opt to disenroll from the MississippiCAN Program receive services through Medicaid's Fee-For-Service delivery system.

Figure 2. Populations Who Have the Option to Disenroll

Eligible Populations Who Have the Option to Disenroll	Age Categories
SSI	0-19
Disabled Child Living at Home	0-19
DHS-Foster Care Children	0-19
DHS-Foster Care Children (Adoption Assistance)	0-19
Native Americans	0-65

Figure 3. Populations Who May Not Disenroll

Populations Who May Not Disenroll	Age Categories
SSI	19-65
Working Disabled	19-65
Breast and Cervical Cancer	19-65
Pregnant Women	8-65
TANF Parent/Caretakers	19-65
Newborns	0-1

Members in the above eligibility categories will be disenrolled from the MississippiCAN Program under any of the following circumstances:

- No longer resides in the State of Mississippi;
- Is deceased;
- No longer qualifies for medical assistance under one of the Medicaid eligibility categories in the eligible population;
- Becomes a nursing home resident;
- Becomes institutionalized or enrolled in a waiver program;
- Becomes eligible for Medicare coverage; or
- Has hemophilia

The Mississippi Department of Human Services makes Medicaid program selections for children in foster care. For foster care children, without adoptive assistance enrolled in the MississippiCAN Program, the Mississippi Department of Human Services selects the CCO in which Members will be enrolled. Any CCO serving these Members has agreed to comply with relevant Department of Human Services and Division policies related to this population, including those agreed upon as part of the Modified Mississippi Settlement Agreement and Reform Plan (*Olivia Y. et al. vs. Phil Bryant, Civil Action No. 3:04CV251LN*).

1.3.4 Covered Services

CCOs provide, at a minimum, the comprehensive package of Mississippi Medicaid State Plan services to all targeted populations with the exception of inpatient facility services.

1.3.5 Capitated Coordinated Care Organizations' Rates

The Division contracts with selected CCOs using a full risk arrangement and pays each CCO a prepaid monthly capitation payment to cover all services included in Attachment 3, Draft Contract. The current rate structure is as follows:

- **Pregnant women:** The Division pays the CCOs a Maternity "Kick Payment" (i.e., an all-inclusive case rate) for all hospital inpatient physician delivery-related services. Many other Medicaid programs use a kick payment arrangement to pay plans for maternity services under their programs to protect CCOs from late term Enrollment. The Division pays a prepaid monthly capitation payment for all services not related to a delivery.

- **Children under one year of age:** The Division develops monthly Capitation Payments that vary by age to reflect the difference in expected cost by age. At the Division's option, the Division may develop an arrangement to share risk with the CCOs for Neonatal Intensive Care Unit (NICU) babies. Any risk sharing program would provide clear financial incentives for the CCOs to continue to manage the cost and outcomes of NICU babies.

- **Targeted high cost populations:** The Division develops monthly Capitation Payments that vary by age and status (e.g., foster care, breast/cervical cancer, disabled) to reflect the difference in expected cost by age (e.g., 1-5 years, 6-20 years, 21 years and older).

- **Regional/geographic payments:** The Division uses regional payments to better reflect CCO Enrollment for CCOs that enroll a disproportionate number of enrollees from high-cost or low-cost regions of the State.

The current 2013 MississippiCAN Program capitation rates are shown below in Figure 4.

Figure 4. CY 2013 MississippiCAN Program Capitation Rates

Region	North	Central	South
SSI and Disabled	$548.15	$616.74	$627.48
Foster Care	$256.53	$288.64	$293.66
Breast and Cervical Cancer	$2,149.43	$2,418.40	$2,460.50
SSI/Disabled Newborn	$859.35	$966.89	$983.72
MA Adults-male 19-39	$208.96	$216.48	$218.84

Region	North	Central	South
MA Adults –Male 40+	$359.93	$372.87	$376.94
MA Adults-Female 19-39	$247.39	$256.28	$259.08
MA Adults-Female 40+	$359.56	$372.50	$376.56
Pregnant Women	$321.74	$333.32	$336.95
Newborns 0-2	$376.71	$390.26	$394.52
Newborns 3-12	$182.67	$189.24	$191.31
Delivery Kick Payment	$1,417.07	$1,468.04	$1484.06

1.4 MAJOR PROGRAM ELEMENTS

The information presented in Section 1.4 provides a summary of the MississippiCAN Program. See Attachment 3, Draft Contract, which details program design and operational requirements that will be the responsibility of the selected Contractors. **Bidders should reference Attachment 3, Draft Contract, when developing proposals in response to Section 5, Technical Proposal Instructions, of this RFP.**

1.4.1 Coordinated Care Organizations

To meet goals of choice for Members, financial stability of the program, quality improvement, and administrative simplicity, the Division may selectively contract with up to three (3) CCOs, which will be selected through a competitive process. The number of awards is at the sole discretion of the Division.

Should the Division add a third CCO or select new CCO(s), the Division may modify current enrollment procedures for Members based on the selection scenario that occurs. Figure 5 below provides a variety of scenarios that could result from the procurement along with potential enrollment procedures that the Division may implement. For any scenario, the Division will provide all Members information required by federal regulations.

All modifications to enrollment procedures are time limited at the Division's discretion.

Figure 5. Potential Selection Scenarios and Enrollment Processes

Procurement Scenarios	Potential Enrollment Processes
2 current CCOs	• Current process
1 current CCO, 1 new CCO	• Assign membership of prior CCO to new CCO • Allow open enrollment period • Use current Auto Enrollment process
2 new	• Allow open enrollment period • Use current Auto Enrollment process
2 current CCOs, 1 new CCO	• Allow open enrollment period • For a time-limited period, auto enroll all Members with the new CCO until it reaches a membership threshold as determined by the Division • Revert to current Auto Enrollment process when membership threshold is reached by the CCO

Procurement Scenarios	Potential Enrollment Processes
1 current CCO, 2 new CCOs	• Allow open enrollment period • For Members who do not voluntarily select a new CCO: - Maintain membership if enrolled in the current CCO - Auto enroll Members of the prior CCO equally to the two (2) new CCOs • For a time-limited period, auto enroll all Members equally across the two new CCOs until each reaches a membership threshold as determined by the Division • Revert to current Auto Enrollment process when membership thresholds are reached by both CCOs
3 new CCOs	• Allow open enrollment period • Use current Auto Enrollment process

The CCO will be required to serve eligible Medicaid beneficiaries across the entire state.

The CCO will receive a prepaid capitated monthly payment and will provide services through a full-risk arrangement. The Division will pay a delivery kick payment for all eligible enrollee deliveries per month.

1.4.2 Enrollment and Disenrollment

The Division has implemented an Enrollment process that:

- Ensures beneficiaries have informed choice;
- Seeks to enroll beneficiaries into their chosen CCO;
- Auto enrolls beneficiaries who do not voluntarily select a CCO, but provides options for beneficiaries to select a different CCO;
- Is cost efficient and timely;
- Is acceptable to advocates, Providers and beneficiaries; and
- Complies with federal safeguards and requirements.

The Medicaid Fiscal Agent is currently contracted to provide designated Enrollment broker responsibilities to assist the Division with activities related to Enrollment, Disenrollment, and CCO transfers. Contracted CCOs will be required to coordinate with the Medicaid Fiscal Agent as specified by Attachment 3, Draft Contract.

1.4.3 Benefits

The CCO will provide a comprehensive package of services that includes, at a minimum, the current Mississippi Medicaid benefits, in accordance with Mississippi Administrative Code, Title 23, Part 200, Chapter 2. The Division will continue to pay for inpatient facility charges through the Medicaid Fee-For-Service delivery system. The CCO will be responsible for the practitioner charges associated with any inpatient hospital stay.

The CCO shall ensure that all covered services are as accessible to Members (in terms of timeliness, amount, duration, and scope) as those services are to non-enrolled beneficiaries in the Fee-For-Service program; and that no incentive is provided, monetary or otherwise, to Providers for withholding from Members' Medically Necessary Services.

1.4.4 Member Services

The CCO will operate a dedicated Member services call center to respond to Members' inquiries, issues, or referrals. The CCO will also operate a toll-free dedicated behavioral health call center, which may be provided as

part of the Member services call center. The Member services call center must operate during regular business hours, one evening per week, and one weekend per month. The CCO will also operate a nurse advice line for both call centers to receive, identify, and resolve in a timely manner emergency Member issues on a twenty-four (24) hour, seven (7) day-a-week basis.

The CCO is responsible for providing Member education and distributing Member handbooks, Member identification cards, and Provider Directories. All Member materials require advance approval from the Division. The CCO will also maintain a non-secure internet website for Members to provide general and up-to-date information on the MississippiCAN Program, the CCO's Provider Network, its services, Grievances and appeals information, Member handbooks, and other key resources.

1.4.5 Provider Network

The CCO must develop and maintain a Provider Network that includes all types of Medicaid Providers and the full range of medical specialties necessary to provide the covered benefits, including contracts with out-of-state providers for Medically Necessary Services. In establishing its Provider Network, the CCO must contract with Federally Qualified Health Centers (FQHCs) and Rural Health Centers (RHCs). The CCO will be required to meet access standards specified by the Division. As access to non-hospital-based emergency care is an issue of concern, the CCO must include non-hospital urgent and emergent care Providers in their networks. The Division must approve the CCO's Provider Network prior to implementation, and after.

The CCO must pay network Providers no less than the rates paid by the Division.

1.4.6 Provider Services

The CCO will operate a Provider services call center at a minimum during regular business hours. The CCO will develop and maintain a Provider manual for network Providers, including access via non-secure internet website. The CCO will also provide training to all Providers and their staff regarding requirements of this RFP and the special needs of Members, including EPSDT services.

As part of the CCO's internet website for the MississippiCAN Program, the CCO will dedicate a section of its web site for Provider services including a Provider portal.

1.4.7 Care Management

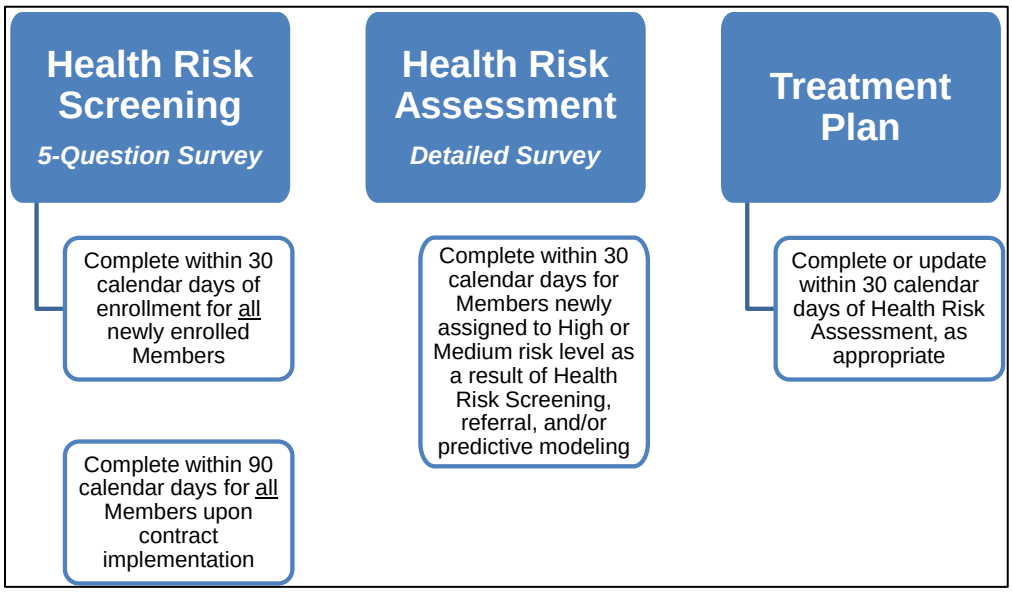
The CCO will provide Care Management using a set of Member-centered, goal-oriented, culturally relevant and logical steps to assure that a Member receives needed services in a supportive, effective, efficient, timely and cost-effective manner. The CCO will develop and implement a Care Management system to ensure and promote:

- Timely access to and delivery of health care and services required by Members;
- Continuity of Members' care; and
- Coordination and integration of Members' care, including Physical and Behavioral Health Services,

The CCO will participate as a partner with Providers and Members in arranging for the delivery of healthcare services that improve health status in a cost-effective way.

The CCO will develop a Care Management program that addresses the varying needs and differing levels of Care Management needs for Members. The Division expects CCOs to connect all Members to a Medical Home and to conduct a Health Risk Screening for every Member, as outlined in Figure 6, and conduct detailed health risk assessments and treatment plans for Members, as appropriate. All Members will have access to Care Management, which will include services and supports to promote continuity of care, transition of care, and discharge planning. Figure 6, below outlines key Care Management Program milestones.

Figure 6. Care Management Process Milestones



The CCO shall coordinate with the Mississippi Department of Health (MSDH) for high-risk pregnant women who may be eligible for MSDH's Perinatal High Risk Management/Infant Services System (PHRM/ISS) Program. The CCO will work with MSDH to identify Members who meet the Program criteria. MSDH will provide Case Management services to those Members, and the CCO will coordinate with MSDH to confirm the Case Management will support all of the Members health care needs.

The Division must review and approve all Care Management programs, including criteria and procedures, prior to implementation by the CCO, and semi-annually thereafter.

1.4.8 Quality Management

The CCO will implement a quality management program that supports and complies with the MississippiCAN Quality Strategy. The CCO's quality management program should assess actual performance to ensure that enrollees are receiving medically appropriate care on a timely basis that results in positive or improved outcomes. Complaint resolution and Grievance processes are components of an effectively integrated quality management program.

The CCO's quality management program will identify opportunities for improved quality and initiate programs that achieve improvements by using evidence based medicine and practice guidelines. These activities include using data to establish baselines, measure performance, and identify performance improvement opportunities.

The Division will approve the quality management program, including criteria and procedures, prior to implementation by the CCO, and on an annual basis thereafter. Attachment 5 of this RFP provides the Performance Measures and Targets for the 2013 Contract Year required within DOM's current MississippiCAN CCO contracts. At its discretion, the Division updates the required Performance Measures and Targets annually. Exhibit F of Attachment 3, Draft Contract, provides the Performance Measures for Year 1 of the Contract resulting from this RFP. The Division will determine required Targets after contract award.

At its option, the Division may implement a value-based purchasing initiative. The value-based purchasing model is an enhanced approach to purchasing and program management that focuses on value over volume. It is part of a cohesive strategy that aligns incentives for the State, the Contractor, Providers and Members to achieve the

MississippiCAN Program's overarching goals. The model relies on collaborative approaches to the selection of priority areas, intervention, development, and implementation. The Division may phase in implementation of the value-based purchasing initiative beginning with a performance incentive program. Key leadership from the CCO, including the Medical Director, will be required to participate in such an initiative. Should the Division move forward with such an effort, the Division would provide operational protocols describing the process prior to implementation. Please refer to Section 9.H, Value-Based Purchasing, of Attachment 3, Draft Contract for additional requirements.

The CCO will develop a comprehensive utilization management program to ensure the medical necessity of all services provided.

1.4.9 Prepaid Capitation Payments

The Division will contract with the chosen CCOs using a full-risk arrangement that pays each CCO a prepaid monthly capitation payment to cover all services included in Attachment 3, Draft Contract. The Division will develop cost-effective and actuarially sound rates according to all applicable CMS rules and regulations. The Division does not use a competitive bidding process to develop the CCO capitation rates. The Division will develop the monthly capitation rates, and the selected CCOs must accept the rates as a condition of their proposals.

Capitation rates are developed using the most recent Fee-For-Service data for the eligible populations and the following adjustments:

- CCO encounter data
- CCO financial reporting
- Historical and projected reimbursement information and cost trends
- Third party liability recoveries
- Fee schedules from the Division, current CCOs, and CMS
- Medicaid program changes

The Division sets rates to be prepaid to the Contractors for the provision of all services; these rates are negotiable only at the discretion of the Division.

In the event any change occurs in federal law, federal regulations, state law, state regulations, state policies, or state Medicaid plan coverage, and the Division determines that these changes impacted materially on pricing, the Division reserves the right to amend rates paid to Contractors, as detailed in Attachment 4, Data Book.

1.4.10 Administrative Requirements

The CCO will be required to demonstrate that it has information systems in place to meet all of the operating and reporting requirements of their proposed program, as well as all of the reporting requirements of the Division, including collecting and pursuing Third Party Liability payments. These systems must be fully operational and able to submit encounter claims to the Division prior to the MississippiCAN Program's "Go-Live" date designated by the Division.

The CCO will be responsible for processing claims within ninety (90) calendar days of receipt unless pended for additional information or to determine medical necessity. The CCO will be required to submit complete,

accurate, and timely encounter data to the Division that meets federal requirements and allows the Division to monitor the program. A CCO that does not meet standards will be penalized each month encounter data is not submitted or not submitted in compliance with the Division's requirements.

The CCO will be required to have internal controls, policies and procedures, and a compliance plan to guard against Fraud, Waste, and Abuse, in compliance with state and federal requirements.

The CCO will maintain an Administrative Office within fifteen (15) miles of the Division's High Street location in Jackson, Mississippi. This office must have space for Division staff to work.

1.5 CONTRACT COMPLIANCE AND MONITORING

1.5.1 Contract Compliance

The Division will assess the performance of the selected CCOs prior to and after implementation. The Division will complete readiness reviews of CCOs prior to allowing CCOs to begin serving eligible beneficiaries. Readiness reviews are at the discretion of the Division and will include, for example, evaluation of all CCOs' program components including information technology, administrative services and medical management. Each readiness review will include a desk review of required materials and on site reviews at the CCOs' administrative offices. CCOs must require Subcontractors to participate in the readiness reviews. The Division reserves the right to also conduct onsite visits of Subcontractors' facilities. Please refer to Section 15.C, Inspection and Monitoring, of Attachment 3, Draft Contract, which outlines requirements related to monitoring activities such as onsite inspections.

The Division will ensure that the MississippiCAN Program conforms to all applicable federal and state requirements, some of which include:

- Program Impact: Choice, Marketing, Enrollment/Disenrollment, program integrity, information to Members, and Grievance systems;

- Access: Timely access, PCP/specialist capacity, behavioral health capacity and coordination and continuity of care; and

- Quality: Coverage and authorization, Provider selection, and quality of care.

1.5.2 Contract Monitoring

The Division will monitor the performance of the CCO against Contract requirements in periodic reviews and will require the CCO to submit regular reports. The reviews will encompass all aspects of the program, including operational, quality, clinical and financial expectations.

The Division will require the CCO to submit routine and ad hoc reports about all aspects of its operations to support Division onsite and desk reviews.

When the Division establishes that a CCO is out of compliance, the CCO may be required to provide corrective action plans to ensure that the goals of the program will be met and the Division will levy penalties commensurate with the offense, at its discretion. Please refer to Section 15, Default and Termination, of Attachment 3, Draft Contract, for additional requirements related to corrective action and penalties.

The Joint Committee on Performance Evaluation and Expenditure Review will perform a comprehensive performance evaluation to determine cost savings, quality of care, and access to care, and the CCOs are required to comply with the requirements of those performance evaluations.

2 AUTHORITY

This RFP is issued under the authority of Title XIX of the Social Security Act, as amended, implementing regulations issued under the authority thereof and under the provisions of the Mississippi Code of 1972, as amended. All Offerors are charged with presumptive knowledge of all requirements of the cited authorities. The submission of a valid executed proposal by an Offeror shall constitute admission of such knowledge on the part of each Offeror. Any proposal submitted by an Offeror that fails to meet any published requirement of the cited authorities may, at the option of the Division, be rejected without further consideration.

Medicaid is a program of medical assistance for the needy administered by each state using state appropriated funds and matching federal funds within the provisions of Title XIX and Title XXI of the Social Security Act, as amended.

In addition, Section 1902(a)(30)(A) of the Social Security Act requires that state Medicaid agencies provide methods and procedures to safeguard against unnecessary utilization of care and services and to assure "efficiency, economy and quality of care."

2.1 PROCUREMENT APPROACH

The major steps of the procurement approach are described in detail in Section 3 of this RFP. Technical Proposals must follow the format and content requirements specified in Section 5 of this RFP. The Division sets rates to be prepaid to Contractors for the provision of all services; these rates are negotiable only at the discretion of the Division. **Therefore, business proposals are not required as part of the Offeror's response.**

2.2 ACCURACY OF STATISTICAL DATA

All statistical information provided by the Division in relation to this RFP represents the best and most accurate information available from the Division records at the time of the RFP preparation. The Division, however, disclaims any responsibility for the inaccuracy of such data. Should any element of such data later be discovered to be inaccurate, such inaccuracy shall not constitute a basis for Contract rejection by any Offeror. Neither shall such inaccuracy constitute a basis for renegotiation of any payment rate after Contract award. Statistical information is available on the Division's Website.

2.3 ELECTRONIC AVAILABILITY

The materials listed below are on the Internet for informational purposes only. This electronic access is a supplement to the procurement process and is not an alternative to official requirements outlined in this RFP.

This RFP and RFP Questions and Answers (following official written release) will be posted on the bids/proposals page of the Division's Website at www.medicaid.ms.gov/bids.aspx.

Information concerning services covered by Mississippi Medicaid and a description of the Division's organization and functions can also be found on the bids/proposals page of the Division's Website.

The Division's Website is http://www.medicaid.ms.gov. The Website contains information regarding Medicaid Eligibility, Guidelines, Programs, Beneficiary Services, Provider Policies, Bulletins, Pharmacy Services and other information.

State financial information is available at http://merlin.state.ms.us under the Public Access query section.

The State of Mississippi portal is http://www.mississippi.gov.

Regulations of the State Personnel Board/Personal Services Contract Review Board can be found at http://www.mspb.ms.gov.

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3 PROCUREMENT

3.1 APPROACH

This RFP is designed to provide the Offeror the information necessary to prepare a competitive proposal. The RFP process is intended to provide the Division with necessary information to assist in the selection of a Contractor to provide the desired services. It is not intended to be comprehensive, and each Offeror is responsible for determining all factors necessary for submission of a comprehensive proposal.

The Division intends to ensure the fair and equitable treatment of all persons and Offerors in regards to the procurement process. The procurement process provides for the evaluation of proposals and selection of the winning proposal in accordance with federal law and regulations and state law and regulations, specifically, by appropriate provisions of the State Personal Service Contract Review Board Regulations which are available for inspection at 210 East Capitol Street, Suite 800, Jackson, Mississippi or downloadable at www.mspb.ms.gov.

Proposals will be thoroughly evaluated in order to determine point scores for each evaluation factor. The evaluation and selection process is described in more detail in Section 6 of this RFP.

Submission of a proposal constitutes acceptance of the conditions governing the procurement, including the capitation rates published in Attachment 4, Data Book, and the evaluation factors contained in Section 6 of this RFP, and constitutes acknowledgment of the detailed descriptions of the Mississippi Medicaid Program.

No public disclosure or news release pertaining to this procurement shall be made without prior written approval of the Division. Failure to comply with this provision may result in the Offeror being disqualified.

3.2 QUALIFICATION OF OFFERORS

The Division may make such investigations as necessary to determine the ability and commitment of the Offeror to adhere to the requirements specified within this RFP and its proposal, and the Offeror shall furnish to the Division all such information and data for this purpose as may be requested. The Division reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capability to fulfill the requirements of Attachment 3, Draft Contract. The Division reserves the absolute right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fail to satisfy the Division that such Offeror is properly qualified to carry out the obligations of Attachment 3, Draft Contract and to complete the work or furnish the items contemplated.

3.3 RULES OF PROCUREMENT

To facilitate procurement, various rules have been established and are described in the following paragraphs.

3.3.1 Restrictions on Communications with Division Staff

From the issue date of this RFP until a Contractor is selected and the Contract is signed, Offerors and/or their representatives are not allowed to communicate with any Division staff regarding this procurement except the RFP Issuing Officer, Theresa King.

For violation of this provision, the Division shall reserve the right to reject any proposal.

3.3.2 Amendments to this Request for Proposals

The Division reserves the right to amend the RFP at any time. All amendments will be posted to the Division's website at http://www.medicaid.ms.gov/bids.aspx. After October 25, 2013, Offerors submitting a letter of intent will be notified when amendments are released.

Offerors shall acknowledge receipt of any amendment to the solicitation, by signing the form provided with the amendment, identifying the amendment number and date by letter. The acknowledgment must be received by the Division by the time and at the place specified for receipt of proposals.

3.3.3 Cost of Preparing Proposal

Costs of developing the proposals are solely the responsibility of the Offerors. The Division will provide no reimbursement for such costs. Any costs associated with any oral presentations to the Division will be the responsibility of the Offeror and will in no way be billable to the Division. If site visits are made, the Division's cost for such visits will be the responsibility of the Division and the Offeror's cost will be the responsibility of the Offeror and will in no way be billable to the Division.

3.3.4 Acceptance of Proposals

After receipt of the proposals, the Division reserves the right to award the Contract based on the terms, conditions, and premises of the RFP and the proposal of the selected Contractor without negotiation.

All proposals properly submitted will be accepted by the Division. However, the Division reserves the right to request necessary amendments from all Offerors, reject any or all proposals received, or cancel this RFP, according to the best interest of the Division and the State of Mississippi.

The Division also reserves the right to waive minor irregularities in bids providing such action is in the best interest of the Division and the State of Mississippi. A minor irregularity is defined as a variation of the RFP which does not affect the price of the proposal, or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of the Division.

Where the Division may waive minor irregularities as determined by the Division, such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other Contract requirements if the Offeror is awarded the Contract.

The Division reserves the right to exclude any and all non-responsive proposals from any consideration for contract award. The Division will award a Contract to the Offeror or Offerors whose offer is responsive to the solicitation and is most advantageous to the Division and the State of Mississippi in price, quality, and other factors considered. The Division reserves the right to make the award to an Offeror other than the Offeror bidding the lowest price when it can be demonstrated to the satisfaction of the Division, the Governor, the State Personal Service Contract Review Board, and to CMS, if necessary, that award to the lowest price Offeror would not be in the best interest of the Division and the State of Mississippi.

3.3.5 Rejection of Proposals

The State reserves the right to reject any and all proposals, to request and evaluate "best and final offers" from some or all of the respondents, to negotiate with the best proposed Offeror to address issues other than those described in the proposal, to award a contract to other than the low Offeror, or not to make any award if it is determined to be in the best interest of the State.

Discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award. Proposals may also be accepted without such discussions. A proposal may be rejected for failure to conform to the rules or the requirements contained in this RFP. Proposals must be responsive to all requirements of the RFP in order to be considered for Contract award. The Division reserves the right at any time to cancel the RFP, or after the proposals are received to reject any of the submitted proposals determined to be non-responsive. The Division further reserves the right to reject any and all proposals received by reason of this request. Reasons for rejecting a proposal include, but are not limited to, the following:

1. The proposal contains unauthorized amendments to the requirements of the RFP.
2. The proposal is conditional.
3. The proposal is incomplete or contains irregularities that make the proposal indefinite or ambiguous.
4. The proposal is not signed by an authorized representative of the party.
5. The proposal contains false or misleading statements or references.
6. The Offeror is determined to be non-responsible as specified in Section 3-401 of the Personal Service Contract Review Board Regulations.
7. The proposal ultimately fails to meet the announced requirements of the State in some material aspect.
8. The proposal is not responsive, i.e., does not conform in all material respects to the RFP.
9. The supply or service item offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptability criteria set forth in the RFP.
10. The Offeror does not comply with the Procedures for Delivery of Proposal as set forth in the RFP.
11. The Offeror currently owes the State money.

3.3.6 Alternate Proposals

Each Offeror, its subsidiaries, affiliates or related entities shall be limited to one (1) proposal which is responsive to the requirements of this RFP. Failure to submit a responsive proposal will result in the rejection of the Offeror's proposal. Submission of more than one (1) proposal by an Offeror may, at the discretion of the Division, result in the summary rejection of all proposals submitted.

3.3.7 Proposal Amendments and Withdrawal

Prior to the proposal due date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to the Division, signed by the Offeror.

An Offeror may submit an amended proposal before the due date for receipt of proposals. Such amended proposal must be a complete replacement for a previously submitted proposal and must be clearly identified as such in the Transmittal Letter. The Division will not merge, collate, or assemble proposal materials.

Unless requested by the Division, no other amendments, revisions, or alterations to proposals will be accepted after the proposal due date.

Any submitted proposal shall remain a valid proposal for one hundred eighty (180) calendar days from the proposal due date.

3.3.8 Disposition of Proposals

The proposal submitted by the successful Offeror shall be incorporated into and become part of the resulting Contract. All proposals received by the Division shall upon receipt become and remain the property of the

Division. The Division will have the right to use all concepts contained in any proposal and this right will not affect the solicitation or rejection of the proposal.

3.3.9 Responsible Contractor

The Division shall contract only with a responsible Contractor who possesses the ability to perform successfully under the terms and conditions of the proposed procurement and implementation. In letting the Contract, consideration shall be given to such matters as Contractor's integrity, performance history, financial and technical resources, and accessibility to other necessary resources.

3.4 ORAL PRESENTATION

Oral presentations may be held only at the Division's discretion. If desired by the Division, all Offerors receiving a minimum of sixty (60) percent of the total score on the Proposal of the evaluation may be given the opportunity to make an oral presentation. The purpose of the oral presentation is to provide an opportunity for the Offeror to present its proposal and credentials of proposed staff, and to respond to any questions from the Division. The original proposal cannot be supplemented, changed or corrected either in writing or orally. The oral presentation will not be scored, but will be used in determining the final score.

The presentations will occur at a State office location in Jackson, Mississippi. The determination of participants, location, order, and schedule for the presentations is at the sole discretion of the Division and will be provided during the Evaluation process. The presentation may include slides, graphics and other media selected by the bidder to illustrate the Offeror's Proposal.

The presentations are tentatively scheduled for January 6 – 8, 2014. The Offeror's presentation team shall include, at a minimum, the proposed Chief Executive Officer, Chief Operating Officer, Medical Director and other key management staff and Subcontractors at the discretion of the Division necessary to implement the Contract requirements. The Division reserves the right to request specific attendees based on the technical proposal. The Division also reserves the right to limit the number of participants in the Offeror's presentation. The Division reserves the right to limit the length of time allowed for each presentation.

3.5 NOTICE OF INTENT TO AWARD

After the Evaluation Committee has completed the evaluation of the proposals, a summary report including all evaluations will be submitted to the Executive Director of the Division. The Executive Director will make the final decision regarding the winning proposal.

Award shall be made to the responsible Offeror or Offerors whose proposal is determined in writing to be the most advantageous to the State taking into consideration evaluation factors set forth in the RFP. The notice of intended Contract award shall be sent by mail, e-mail, or fax with reply confirmation to the winning Offeror. Unsuccessful Offerors will be notified in the same manner after the award has been accepted or declined.

Consistent with existing state law, no Offeror shall infer or be construed to have any rights or interest to a Contract with the Division until final approval is received from all necessary entities and until both the Offeror and the Division have executed a valid Contract.

3.6 PROTEST POLICY AND PROCEDURES

3.6.1 Form of the Protest

Offerors who submit proposals in response to this RFP may protest the award of the Contract resulting from this RFP. Protests must be made in writing and must be received no later than six (6) business days from the notice of

non-award. Protests should be addressed to the Division's Executive Director and must contain specific grounds for the protest. Supporting documentation may be included with the protest.

A protest must state all grounds upon which the protesting party asserts that the solicitation or award was improper. Issues not raised by the protesting party in the protest are deemed waived.

Only the following are acceptable grounds for protest:

- Failure to follow any of the following: 1) Division procedures established in the RFP, 2) Division rules of procurement, or 3) PSCRB Rules and Regulations;
- Errors in computing scores which contributed to the selection of an Offeror other than the highest score; or
- Bias, discrimination, or conflict of interest on the part of an evaluator.

Disallowed grounds include:

- Evaluators' qualifications to serve on the Evaluation Committee;
- The professional judgment of the Evaluation Committee; and
- The Division's assessment of its own needs regarding the solicitation.

A protest that is incomplete or not submitted within the prescribed time limits will be summarily dismissed.

3.6.2 Protest Bond

Protests must be accompanied by a $500,000 bond. The protest bond must be maintained through final resolution, whether at the agency level or through a court of appropriate jurisdiction.

3.6.3 Division's Responsibilities Regarding Protests

The Notice of Non-Award shall be accompanied by redacted copies of the evaluation score sheets.

The Procurement Officer shall provide a copy of the protest documents to the successful Offeror within three (3) business days of receipt of the protest. The successful Offeror shall have the right to provide documentation supporting the decision to award.

The Executive Director shall review all documentation concerning the procurement and may request additional documentation. He shall then determine whether or not the award of the Contract shall be delayed or cancelled; or, if the protest is clearly without merit or that award of the Contract without delay is necessary to protect the interests of the State. The Executive Director will provide written notice of the decision to the protesting Offeror. This written notice will be the final agency decision.

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4 TERMS AND CONDITIONS

4.1 GENERAL

Refer to Section 1.B, Definitions and Construction, of Attachment 3, Draft Contract, for general requirements applicable to this RFP.

4.2 PERFORMANCE STANDARDS, ACTUAL DAMAGES, LIQUIDATED DAMAGES, AND RETAINAGE

Refer to Section 15, Default and Termination, of Attachment 3, Draft Contract, which contains requirements related to sanctions, liquidated damages, the appeals process, and other related requirements,

4.3 TERM OF CONTRACT

The Division will award a Contract based on proposals. The Contract period begins January 15, 2014 and shall terminate on January 14, 2017. The Division may have, under the same terms and conditions as the existing Contract, an option for two (2) one-year extensions. Refer to Section 1.A, Term, of Attachment 3, Draft Contract, which outlines the term of the Contract.

4.3.1 Applicable Law

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of law provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Contractor shall comply with applicable federal, state and local laws and regulations. Refer to Section 1.C, State and Federal Law, of Attachment 3, Draft Contract, which outlines applicable laws and litigation requirements.

4.3.2 Assignment of the Contract

Refer to Section 1.G, Assignment of the Contract, of Attachment 3, Draft Contract, which outlines permissible assignments and transfers.

4.3.3 Stop Work Order

Refer to Section 15.G, Stop Work Order, of Attachment 3, Draft Contract, which outlines stop work order requirements.

4.3.4 Termination of Contract

Refer to Section 15.J, Termination by the Division, of Attachment 3, Draft Contract, which outlines conditions for termination by the Division for default by the Contractor, convenience, Contractor bankruptcy, or the availability of funds.

4.3.5 Procedure on Termination

Refer to Section 15.K, Procedure on Termination, of Attachment 3, Draft Contract, which outlines the notice of termination, contractor responsibilities, and division responsibilities.

4.3.6 Excusable Delays

Refer to Section 15.M, Excusable Delays, of Attachment 3, Draft Contract, which outlines circumstances for excusable delays.

4.4 NOTICES

Refer to Section 1.E, Notices, of Attachment 3, Draft Contract, which outlines requirements for notices.

4.5 SUBCONTRACTING

Refer to Section 14, Subcontractual Relationships and Delegation, of Attachment 3, Draft Contract, which outlines subcontracting requirements.

4.6 PROPRIETARY RIGHTS

Refer to Section 16.K Proprietary Rights, of Attachment 3, Draft Contract, which outlines proprietary rights.

4.6.1 Records Retention Requirements

Refer to Section 10.A, Record System Requirements, of Attachment 3, Draft Contract, which outlines records retention requirements.

4.6.2 Right of Inspection

Refer to Section 15.C, Inspection and Monitoring, of Attachment 3, Draft Contract, which outlines inspection and monitoring requirements.

4.6.3 Ownership of Documents

Refer to Section 16.K, Proprietary Rights, of Attachment 3, Draft Contract, which outlines document ownership rights.

4.6.4 Ownership of Information and Data

Refer to Section 16.K, Proprietary Rights, of Attachment 3, Draft Contract, which outlines ownership of information and data requirements.

4.6.5 Licenses, Patents and Royalties

Refer to Section 16.K, Proprietary Rights, of Attachment 3, Draft Contract, which outlines license, patent, and royalty requirements.

4.7 REPRESENTATION REGARDING CONTINGENT FEES

The Offeror represents by submission of its proposal that it has not retained a person or agency to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except as disclosed in the Offeror's bid or proposal.

4.8 INTERPRETATIONS/CHANGES/DISPUTES

The RFP in its entirety is a part of the Contract. Refer to Section 1.B, Definitions and Construction, and Section 16.J, Disputes, of Attachment 3, Draft Contract, for requirements regarding interpretations, changes, and disputes.

4.8.1 Conformance with Federal and State Regulations

Refer to Section 1.C, State and Federal Law, of Attachment 3, Draft Contract, for requirements regarding interpretations, changes, and disputes.

4.8.2 Waiver

Refer to Section 16.H, No Waiver, of Attachment 3, Draft Contract, which outlines waiver requirements.

4.8.3 Contract Variations

Refer to Section 16.I, Severability, of Attachment 3, Draft Contract, which outlines requirements for instances of contract variations.

4.8.4 Disputes

Refer to Section 16.J, Disputes, of Attachment 3, Draft Contract, which outlines requirements regarding disputes.

4.8.5 Cost of Litigation

Refer to Section 16.J, Disputes, of Attachment 3, Draft Contract, which outlines requirements regarding the cost of litigation.

4.8.6 Attorney Fees

Refer to Section 16.J, Disputes, of Attachment 3, Draft Contract, which outlines requirements regarding the cost of litigation.

4.8.7 Change Orders and/or Amendments

Refer to Section 16.M, Entire Agreement, of Attachment 3, Draft Contract, which outlines requirements for change orders and/or amendments.

4.9 INDEMNIFICATION

Refer to Section 12.C, Indemnification and Insurance, of Attachment 3, Draft Contract, which outlines requirements regarding indemnification and limitation of liability.

4.10 STATUS OF THE CONTRACTOR

4.10.1 Conflict of Interest

Refer to Section 16.B, Conflict of Interest, of Attachment 3, Draft Contract, which outlines requirements regarding conflict of interest.

4.10.2 Personnel Practices

The Contractor must agree to sign the Drug Free Workplace Certificate (Attachment 1). Refer to Section 16.B, Conflict of Interest, of Attachment 3, Draft Contract, which outlines requirements regarding personnel practices.

4.10.3 Independent Contractor

Refer to Section 16.D, Contractor Status, of Attachment 3, Draft Contract, which outlines requirements regarding the independence of the Contractor.

4.10.4 Employment of Division Employees

Refer to Section 16.D, Contractor Status, of Attachment 3, Draft Contract, which outlines requirements regarding employment of Division employees.

4.10.5 No Property Rights

Refer to Section 16.D, Contractor Status, of Attachment 3, Draft Contract, which outlines requirements regarding property rights.

4.11 EMPLOYMENT PRACTICES

Refer to Section 16.O, Employment Practices, of Attachment 3, Draft Contract, which outlines requirements regarding employment practices.

4.12 RISK MANAGEMENT

4.12.1 Workers' Compensation

Refer to Section 1.P, Risk Management, of Attachment 3, Draft Contract, which outlines requirements regarding workers' compensation.

4.12.2 Liability

Refer to Section 1.P, Risk Management, of Attachment 3, Draft Contract, which outlines requirements regarding liability insurance.

4.12.3 Reinsurance for High Cost Claims

Refer to Section 12.A, Capitation Payments, of Attachment 3, Draft Contract, which outlines requirements regarding Reinsurance for high cost claims.

4.13 CONFIDENTIALITY OF INFORMATION

4.13.1 Confidentiality of Member Information

Refer to Section 10.L, Confidentiality of Records, of Attachment 3, Draft Contract, which outlines requirements for the confidentiality of Member information.

4.13.2 Release of Public Information

After award of the Contract, all Offeror's proposals, including any accompanying exhibits, attachments and appendices are subject to disclosure under the "Mississippi Public Records Act of 1983", codified as section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended), and the Federal Freedom of Information Act. Information specified by an Offeror as proprietary information shall be available for disclosure as provided by State statute, unless an Offeror seeks and is granted a protective order for the proprietary information.

In the event that either party to this agreement receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information, that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by State law. This provision shall survive termination or completion of this agreement. The parties agree that this provision is subject to and superseded by Miss. Code Ann. Section 25-61-1, et seq. regarding Public Access to Public Records.

4.13.3 Transparency

In accordance with the Mississippi Accountability and Transparency Act of 2008, Section 27-104-151, et seq., of the Mississippi Code of 1972, as amended, the American Accountability and Transparency Act of 2009 (P.L. 111-5), where applicable, and Section 31-7-13 of the Mississippi Code of 1972, as amended, where applicable, a fully executed copy of this agreement shall be posted to the State's accountability website at: https://www.transparency.mississippi.gov.

Unless exempted from disclosure due to a court-issued protective order, this contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the contract to the website, any information identified by the Contractor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted.

4.14 THE CONTRACTOR COMPLIANCE ISSUES

4.14.1 License Requirements

Refer to Section 1.F, Contractor Representations, of Attachment 3, Draft Contract, which outlines requirements regarding licensing.

4.14.2 Ownership and Financial Disclosure

Refer to Section 1.I, Ownership and Financial Disclosure, of Attachment 3, Draft Contract, which outlines requirements regarding ownership and financial disclosure.

4.14.3 Site Rules and Regulations

Refer to Section 1.L, Administration, Management, Facilities and Resources, of Attachment 3, Draft Contract, which outlines requirements for site rules and regulations.

4.14.4 Small and Minority Businesses

Refer to Section 10.V, Small and Minority Business Reporting, of Attachment 3, Draft Contract, which outlines requirements regarding small and minority business reporting.

4.14.5 Federal, State, and Local Taxes

Refer to Section 12.E, Federal, State, and Local Taxes, of Attachment 3, Draft Contract, which outlines requirements regarding taxes.

4.14.6 HIPAA Compliance

The Contractor must ensure that all work supports the HIPAA Security Rules and sign a HIPAA Business Associate Agreement, provided as Attachment B to this RFP.

Refer to Section 16.A, HIPAA Compliance, of Attachment 3, Draft Contract, for additional requirements regarding HIPAA compliance.

4.14.7 Environmental Protection

Refer to Section 16.F, Compliance with Federal Laws, of Attachment 3, Draft Contract, which outlines requirements for environmental protection.

4.14.8 Compliance with the Mississippi Employment Protection Act

Refer to Section 16.N, Compliance with the Mississippi Employment Protection Act (MEPA), of Attachment 3, Draft Contract, which outlines requirements regarding compliance with MEPA.

4.14.9 Lobbying

The Contractor certifies, to the best of its knowledge and belief, that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance is placed when entering into this contract. Submission of this certification is a prerequisite for making or entering into this contract imposed under Title 31, Section 1352, and U. S. Code. Failure to file the required certification shall be subject to civil penalties for such failure.

The Contractor shall abide by lobbying laws of the State of Mississippi. Refer to Section 16.P, Lobbying, of Attachment 3, Draft Contract, which outlines requirements regarding lobbying practices.

4.14.10 Bribes, Gratuities and Kickbacks Prohibited

The receipt or solicitation of bribes, gratuities and kickbacks is strictly prohibited.

No elected or appointed officer or other employee of the Federal Government or of the State of Mississippi shall benefit financially or materially from this contract. No individual employed by the State of Mississippi shall be permitted any share or part of this contract or any benefit that might arise therefrom.

The Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibitions against gratuities set forth in Section 6-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

Refer to Section 16.Q, Bribes, Gratuities and Kickbacks, of Attachment 3, Draft Contract, which outlines regulations regarding bribes, gratuities, and kickbacks.

5 TECHNICAL PROPOSAL INSTRUCTIONS

5.1 INTRODUCTION

All proposals must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) with tabs delineating each section. One (1) copy of the proposal must be submitted on CD in a single searchable document in Microsoft Word or Adobe Acrobat (PDF) format.

The Technical Proposal must include the following sections:

1. Transmittal Letter;
2. Executive Summary;
3. Corporate Background and Experience (including audited financials);
4. Organization and Staffing;
5. Ownership and Financial Disclosure;
6. Methodology;
7. Project Management and Control; and
8. Work Plan and Schedule.

Items to be included under each of these headings are identified in the paragraphs below. Each section within the Proposal should include all items listed in the paragraphs below. The evaluation of proposals will be done on a section-by-section basis. A format that easily follows the requirements and order of the RFP should be used.

Any proposal that does not adhere to these requirements may be deemed non-responsive and rejected on that basis.

5.2 TRANSMITTAL LETTER

The Transmittal Letter shall be in the form of a standard business letter on letterhead of the Offeror and shall be signed by an individual authorized to legally bind the Offeror. The Transmittal Letter should identify all material and enclosures being submitted in response to the RFP. Failure to include the statements or items listed below may result in rejection of the proposal. The Transmittal Letter shall include the following:

1. A statement indicating that the Offeror is a corporation or other legal entity;
2. A statement confirming that the Offeror is registered to do business and in "Good Standing" with the state of Mississippi and providing their corporate charter number to work in Mississippi;
3. A statement confirming that the Offeror has been licensed by the Mississippi Department of Insurance accompanied by a copy of the license; or other state license and evidence of application for license in Mississippi;
4. A statement identifying the Offeror's federal tax identification number;
5. A statement confirming that the Offeror has not been sanctioned by a state or federal government within

the last ten (10) years;

6. A statement confirming that the Offeror has experience in contractual services providing the type of services described in this RFP;

7. A statement confirming that the Offeror is not suspended or debarred under federal law and regulations or any other state's laws and regulations.

8. A statement that, if the Offeror is awarded the Contract, the Contractor agrees that any lost or reduced federal matching money resulting from unacceptable performance of a Contractor task or responsibility, as defined in this RFP, shall be accompanied by reductions in State payments to the Contractor;

9. A statement identifying any prior project where the Offeror was terminated before the final solution was operational and the reason for that termination;

10. A statement that no attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a proposal;

11. A statement that the Contractor **has or has not** (*use applicable word*) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this Contract;

12. A statement that the Offeror has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 of the Mississippi Personal Service Contract Procurement Regulations;

13. A statement of Affirmative Action, that the Offeror does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or disability;

14. A statement identifying by number and date all amendments to this RFP issued by the Division which have been received by the Offeror. If no amendments have been received, a statement to that effect should be included;

15. A statement that the Offeror has read, understands and agrees to all provisions of this RFP without reservation;

16. A statement confirming that Offeror is able to provide all required components detailed in the Scope of Work and Attachment 3, Draft Contract;

17. Certification that the Offeror's proposal will be firm and binding for one hundred eighty (180) calendar days from the proposal due date;

18. A statement naming any outside firms responsible for writing the proposal;

19. A statement that the Contractor and all Subcontractors signed the Drug Free Workplace Certificate (Attachment 1);

20. A statement that the Offeror has included the signed DHHS Certification Regarding Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions (Attachment 2) with the Transmittal Letter;

21. If the use of Subcontractor(s) is proposed, a statement from each Subcontractor must be appended to the

Transmittal Letter signed by an individual authorized to legally bind the Subcontractor and stating the general scope of work to be performed by the Subcontractor(s);

22. If any page is marked "Confidential" or "Proprietary" in the Offeror's proposal, an explanation to the Division of how substantial competitive harm would occur if the information is released;

23. All proposals submitted by corporations must contain certifications by the secretary, or other appropriate corporate official other than the corporate official signing the corporate proposal, that the corporate official signing the corporate proposal has the full authority to obligate and bind the corporation to the terms, conditions, and provisions of the proposal;

24. A statement that the Offeror presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract, and it shall not employ, in the performance of this Contract, any person having such interest;

25. A statement that no public disclosure or news release pertaining to this procurement shall be made without prior written approval of the Division; and

26. If the proposal deviates from the detailed specifications and requirements of the RFP, identification and explanation of these deviations. The Division reserves the right to reject any proposal containing such deviations or to require modifications before acceptance.

5.3 EXECUTIVE SUMMARY

The Executive Summary shall condense and highlight the contents of the Proposal in such a way as to provide a broad understanding of the entire proposal. The Executive Summary shall include a statement of understanding, summary of the proposed technical approach, the staffing structure, and the task schedule, including a brief overview of:

1. Proposed work plan;

2. Staff organizational structure;

3. Key personnel; and,

4. A brief discussion of the Offeror's understanding of the Mississippi environment and the Medicaid program requirements.

The Executive Summary should be no more than ten (10) single-spaced typed pages in length.

5.4 CORPORATE BACKGROUND AND EXPERIENCE

The Corporate Background and Experience Section shall include for the Offeror details of the background of the company, its size and resources, details of corporate experience relevant to the proposed Contract, audited financial statements, and a list of all current or recent Medicaid or related projects. The time frame to be covered should begin, at a minimum, in January 2008 through present date.

5.4.1 Corporate Background

The details of the background of the corporation, its size, and resources, shall cover:

1. Date established;

2. Location of the principal place of business;
3. Location of the place of performance of the proposed Contract;
4. Ownership (e.g.: public company, partnership, subsidiary);
5. Total number of employees;
6. Number of personnel currently engaged in project operations;
7. Computer resources;
8. Performance history and reputation;
9. Current products and services; and
10. Professional accreditations pertinent to the services provided by this RFP.

5.4.2 Audited Financial Statements

Audited financial statements for the contracting entity shall be provided for each of the last five (5) years, including, at a minimum:

1. Statement of income;
2. Balance sheet;
3. Statement of changes in financial position during the last five (5) years;
4. Statement of cash flow;
5. Auditors' reports;
6. Notes to financial statements; and,
7. Summary of significant accounting policies.

The State reserves the right to request any additional information to assure itself of an Offeror's financial status.

5.4.3 Corporate Experience

The corporate experience section must present the details of the Offeror's experience with the type of service to be provided by this RFP and Medicaid experience. A minimum of three (3) corporate references are required for this type of experience. The Division will check references during the evaluation process at its option. Each reference must include the client's name and address and the current telephone number of the client's responsible project administrator or of a senior official of the client who is familiar with the Offeror's performance and who may be contacted by the Division during the evaluation process. The Division reserves the right to contact officials of the client other than those indicated by the Offeror. Overlapping responsibilities on the same client's contract should be depicted so that they are easily recognized.

The Offeror must provide for each experience:

1. The client's name;

2. Client references (including phone numbers);

3. Description of the work performed;

4. Time period of contract;

5. Total number of staff hours expended during time period of contract;

6. Personnel requirements;

7. Publicly funded contract cost; and,

8. Any contractual termination within the past five (5) years.

5.5 ORGANIZATION AND STAFFING

5.5.1 Organization

The Organization and Staffing section shall include project team organization, charts of proposed personnel and positions, number of FTEs associated with each position for key staff, and job descriptions of key management personnel and care managers listed in Section 1.L, Administration, Management, Facilities and Resources of Attachment 3, Draft Contract.

5.5.2 Key Staff Experience

Offerors must submit an organizational chart and résumés of all identified key staff persons. The résumés should include specific experience with the scope of work described in this RFP including:

1. Experience in working with Medicaid programs;

2. Experience in working with Medicaid Coordinated Care Organizations;

3. Relevant training and accreditation; and

4. Experience in managing large-scale contractual service projects; include details and number of people supervised.

5.5.3 Responsibilities

This section should discuss the anticipated roles of personnel during all phases of the Contract. All proposed key technical team leaders, including definitions of their responsibilities during each phase of the Contract, should be included.

5.5.4 Backup Personnel Plan

If additional staff is required to perform the functions of the Contract, the Offeror should outline specifically its plans and resources for adapting to these situations. The Offeror should also address plans to ensure the longevity of staff in order to allow for effective Division support.

5.6 OWNERSHIP AND FINANCIAL DISCLOSURE

The Contractor shall comply with § 1318 of the Health Maintenance Organization Act (42 U.S.C. § 300e, et seq.), as amended, which requires the disclosure and justification of certain transactions between the Contractor and any related party, referred to as a Party in Interest. Transactions reported under 42 U.S.C. § 300e, et seq., as amended, must be justified as to their reasonableness and potential adverse impact on fiscal soundness. The Contractor is required to obtain all relevant ownership and financial disclosure information from their own employees, Subcontractors, and network Providers.

The Contractor shall not knowingly have persons, managing employee, agent or their affiliate who is debarred, suspended, or otherwise excluded from participating in Federal procurement activities as a director, officer, partner, or person with a beneficial ownership interest of more than five percent (5%) of the Contractor's equity or have an employment, consulting or other agreement with a person who has been convicted for the provision of items and services that are significant and material to the Contractor's obligations under this Contract, in accordance with Section 42 C.F.R § 438.610.

5.6.1 Disclosures

The Contractor must disclose all information in accordance with 42 C.F.R § 455.104(b) that shall include:

a. The name and address of any person (individual or corporation) with an ownership or control interest in the Contractor. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address;

b. Date of birth and Social Security Number (in the case of an individual);

c. Other tax identification number (in the case of a corporation) with an ownership or control interest in the Contractor or in any Subcontractor in which the Contractor (or Division's Agent or managed care entity) has a five percent (5%) or more interest;

d. Whether the person (individual or corporation) with an ownership or control interest in the Contractor is related to another person with ownership or control interest in the Contractor as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any Subcontractor in which the Contractor has a five percent (5%) or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling;

e. The name of any other managed care entity in which an owner of the Contractor has an ownership or control interest; and

f. The name, address, date of birth, and Social Security Number of any managing employee of the Contractor.

In accordance with 42 C.F.R. § 455.104(c), disclosures from the Contractor are due at any of the following times:

a. Upon the Contractor submitting a Proposal in accordance with the State's procurement process;

b. Upon the Contractor executing a contract with the State;

c. Upon renewal or extension of the Contract; and

d. Within thirty-five (35) calendar days after any change in ownership of the Contractor.

In accordance with 42 C.F.R. § 455.104(d), all disclosures must be provided to the Division, the State's designated Medicaid agency.

In accordance with 42 C.F.R. § 455.104(e), Federal financial participation is not available in payments made to a Contractor that fails to disclose ownership or control information as required by said section.

In accordance with 42 C.F.R. § 455.105, the Contractor must fully disclose all information by entities related to business transactions. The Contractor must submit, within thirty-five (35) calendar days of the date on a request by the Secretary of the Department of Health and Human Services or the Division, full and complete information about:

a. The ownership of any Subcontractor with whom the Contractor has had business transactions totaling more than $25,000 during the twelve (12)-month period ending on the date of the request; and

b. Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any Subcontractor, during the five (5)-year period ending on the date of the request.

Any disclosing entity that is subject to periodic survey and certification of its compliance with Medicaid standards must supply the information listed above to State survey agency at the time it is surveyed.
A managed care entity that is not subject to periodic survey and certification and has not supplied the information specified above to the Secretary within the prior twelve (12)-month period, must submit the information to the Division before entering into a contract or agreement to participate in the program.

In accordance with 42 C.F.R. § 455.106(b), the Division must notify the Inspector General of the Department of any disclosures under 42 C.F.R. § 455.106(a) within twenty (20) business days from the date it receives the information. The Division must also promptly notify the Inspector General of the United States Department of Health and Human Services of any action it takes on the Contractor's contractual agreement and participation in the program.

In accordance with 42 C.F.R. § 455.106(c), the Division may refuse to enter into or renew an agreement with the Contractor if any person who has an ownership or control interest in the Contractor, or who is an agent or managing employee of the Contractor, has been convicted of a criminal offense related to that person's involvement in any program established under Medicare, Medicaid or the Title XX Services Program. Further, the Division may refuse to enter into or may terminate the Contractor's agreement if it determines that the Contractor did not fully and accurately make any disclosure required under 42 C.F.R. § 455.106(a).

At the time of Contract execution and Contract renewal, the Contractor must submit information for any person who has ownership and control interest of each contracted Provider entity or who is an agent or managing employee of the Provider (as defined by Section 42 C.F.R. § 455.101) and who has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the title XX services program since the inception of those programs, as required in 42 C.F.R. § 455.106. The Contractor shall also make this information available to the Division upon request within thirty-five (35) calendar days. The Division may refuse to enter into or may terminate this agreement if it determines that the Contractor did not fully and accurately make any disclosure required under 42 C.F.R. § 455.106.

The Contractor must fully disclose all information in accordance with 42 C.F.R. § 1002.3.

The Division may refuse to enter into, or terminate, this Contract if it determines that the Contractor did not fully and accurately make any disclosure required under 42 C.F.R. § 1002.3(a). Each Contractor, except Federally qualified Contractors, shall provide defined information on specified transactions with specified "parties in interest" for specified time periods as defined in the Public Health Services Act,§ 1903(m)(2)(A)(viii) and 1903(m) (4), which are defined as:

a. Any director, officer, partner, employee, or assignee responsible for management or administration of the Contractor; any person who is directly or indirectly the beneficial owner of more than five percent (5%) of the equity of the Contractor; any person who is the beneficial owner of a mortgage, deed of trust, note or other interest secured by, and valuing more than five percent (5%) of the Contractor; or in the case of a Contractor organized as a nonprofit corporation, an incorporator or Member of such corporation under applicable State corporation law;

b. Any organization in which a person is a director, officer or partner; has directly or indirectly a beneficial interest of more than five percent (5%) of the equity of the Contractor; or has a mortgage, deed of trust, note or other interest valuing more than five percent (5%) of the assets of the Contractor;

c. Any person directly or indirectly controlling, controlled by, or under common control with the Contractor; and

d. Any spouse, child, parent, or authorized agent of an individual described in subsections a, b, or c.

The information provided for transactions between the Contractor and a Party in Interest will include the following:

a. The name of the Party in Interest in each transaction;

b. A description of each transaction and, if applicable, the quantity of units involved;

c. The accrued dollar value of each transaction during the calendar year; and

d. A justification of the reasonableness of each transaction.

The Contractor shall notify the Division within five (5) calendar days after any publicly announced acquisition agreement, pre-merger agreement, or pre-sale agreement impacting the Contractor's ownership. Business transactions to be disclosed include, but are not limited to:

a. Any sale, exchange, or lease of any property between the Contractor and a Party in Interest;

b. Any lending of money or other extension of credit between the Contractor and a Party in Interest; and

c. Any furnishing for consideration of goods, services (including management services) or facilities between the Contractor and a Party in Interest. Business transactions for purposes of this section do not include salaries paid to employees for services provided in the normal course of employment by the Contractor.

At least five (5) calendar days prior to any change in ownership, the Contractor must provide to the Division information concerning each Person with Ownership or Control Interest as defined in this Contract. This information includes but is not limited to the following:

a. Name, address, and official position;

b. A biographical summary;

c. A statement as to whether the person with ownership or control interest is related to any other person with ownership or control interest such as a spouse, parent, child, or sibling;

d. The name of any organization in which the person with ownership or control interest in the Contractor

also has an ownership or control interest, to the extent obtainable from the other organization by the Contractor through reasonable written request; and

e. The identity of any person, principal, agent, managing employee, or key Provider of health care services who (1) has been convicted of a criminal offense related to that individual's or entity's involvement in any program under Medicaid or Medicare since the inception of those programs (1965) or (2) has been excluded from the Medicare and Medicaid programs for any reason. This disclosure must be in compliance with § 1128, as amended, of the Social Security Act, Section 42 USC §1320a-7, as amended, and 42 C.F.R. § 455.106, as amended, and must be submitted on behalf of the Contractor and any Subcontractor as well as any Provider of health care services or supplies.

Federal regulations contained in Section 42 CFR § 455.104 and Section 42 CFR § 455.106 also require disclosure of all entities with which a Medicaid Provider has an ownership or control relationship. The Contractor shall provide information concerning each Person with Ownership or Control.

The Contractor shall advise the Division, in writing, within five (5) business days of any organizational change or major decision affecting its Medicaid coordinated care business in Mississippi or other states. This includes, but is not limited to, sale of existing business to other entities or a complete exit from the State of Mississippi to another state or jurisdiction.

5.6.2 Change of Ownership

A change of ownership of the Contractor includes, but is not limited to inter vivo gifts, purchases, transfers, lease arrangements, case and/or stock transactions or other comparable arrangements whenever the person or entity acquires a majority interest (50.1%) of the Contractor. The change of ownership must be an arm's length transaction consummated in the open market between non-related parties in a normal buyer-seller relationship.

The Contractor must comply with all laws of the State of Mississippi and the Mississippi Department of Insurance requirements regarding change of ownership of the Contractor.

Should the Contractor undergo a change of direct ownership, the Contractor must notify the Division in writing prior to the effective date of the sale. The new owner must complete a new Contract with the Division and Members will be notified. Any change of ownership does not relieve the previous owner of liability under the previous Contract.

If the Contractor's parent company is publicly traded, changes in beneficial ownership must be reported to the Division in writing within sixty (60) calendar days of the end of each quarter.

5.7 METHODOLOGY/WORK STATEMENT

Please respond to the questions contained in the chart below in this section of the RFP. These statements and questions relate directly to the Major Program Elements described in Section 1.4.3 of this RFP and related requirements set forth in Attachment 3, Draft Contract. The Offeror should repeat each statement/question and then follow with the response. Please respond completely but succinctly. When specified, page limits indicate the maximum length of a response. Offerors are encouraged to respond in fewer pages if that is possible. Answer "not applicable" to any item that is not relevant to your proposal. Required documentation for specific answers will not be included as part of page limits and should be included in the body of the response, not as an attachment.

Figure 7. Work Statement Questionnaire

#	Questions
Administrative Requirements	
1.	Describe your plans to establish an Administrative Office within fifteen (15) miles of Jackson, Mississippi as required by the RFP. Describe the office within that space that you will make available to Division staff. (Limit to one (1) page)
2.	Describe how and where administrative records and data will be maintained and the process and time frame for retrieving records requested by the Division or other State or external review representatives. (Limit to two (2) pages)
Qualifications and Staffing	
3.	If you propose to use Subcontractors or subsidiaries of your corporate entity to provide any of the services in this RFP, provide a listing of those Subcontractors with their experience in providing care to Medicaid Members and a brief description of the services they will provide. (Limit to one (1) page per Subcontractor or subsidiary)
4.	Describe your staffing ratios, including the number of Member services call center employees, including Nurse Line, per enrolled Member and supervisor to staff ratio. (Limit to one (1) page)
5.	Describe your staffing ratios, including the number of the Provider services call center employees per enrolled Provider and supervisor to staff ratio, and job qualifications for Provider services call center employees. (Limit to one (1) page)
6.	Describe staff who will be assigned to the quality management program and their qualifications. (Limit to one(1) page)
7.	Describe the role of the Care Manager and Care Management Team. Describe the minimum level of education, training, and experience required for care managers. Describe your approach to ensure that care managers are culturally competent and understand the unique needs of Members. Include your proposed ratio of care managers to Members. (Limit to two (2) pages)
8.	Describe your process to work towards managed care organization (MCO) accreditation status from the National Committee for Quality Assurance Include whether you have successfully received accreditation for other state Medicaid programs, met required time frames to achieve accreditation, and any unsuccessful attempts. (Limit to one (1) page)
9.	Describe staff that will be responsible for your Fraud, Waste and Abuse program. (Limit to one (1) page)
10.	Describe how staff will respond to requests from the Division regarding complaints, ad hoc reports, etc. as required in Section 1.J, Responsiveness to Division, of Attachment 3, Draft Contract.

#	Questions
11.	Describe staff that will be responsible for subrogation and Third Party Liability activities and their qualifications. (Limit to one (1) page)
Eligibility and Enrollment	
12.	Describe how you will utilize the Division's eligibility and Enrollment files to manage membership. Include the process for resolving discrepancies between these files and your internal membership records, including differences in Member addresses. (Limit to two (2) pages)
13.	Describe your process for engaging Members who request to disenroll from the MississippiCAN Program to stay enrolled, including: a. Process for outreach and engagement of Members b. Conducting Disenrollment surveys with Members to determine the reason for Disenrollment. Include how you will use results from the survey to improve the program. (Limit to three (3) pages)
14.	Describe your proposed process to assign Members to a Primary Care Provider (PCP) within sixty (60) calendar days of Enrollment. Include a discussion of your approach to: a. Assist Members select a PCP and Auto Enroll Members who do not make a selection b. Track data to confirm that every Member is assigned c. Inform PCPs of new Members within the required time frames d. Confirm that PCPs received the list of assigned Members Provide a sample of the report you will use to notify PCPs of their assigned Members. (Limit to three (3) pages, excluding the sample report)
15.	Describe your proposed process to ensure that any new Member has an appointment scheduled with the selected PCP within at least ninety (90) calendar days of Enrollment. (Limit to two(2) pages)
16.	Describe your proposed policies and procedures for designating a PCP as a specialist for Members with disabling conditions, chronic illnesses, or child(ren) with special health care needs. (Limit to two (2) pages)
17.	Describe your proposed process for communicating with Members about their PCP assignment and encouraging Members to use their assigned PCP and keep scheduled appointments. Include how you will identify and resolve Member barriers to keeping appointments. (Limit to two (2) pages)
18.	Describe your proposed process for providing Members with information packets, including identification cards, within fourteen (14) calendar days of Enrollment. Include the following: a. Language alternatives that will be available b. How you will comply with information requirements listed in Section 4.D, Contractor Member Information Packet of Attachment 3, Draft Contract c. Your proposed methods and creative approaches for obtaining correct Member addresses d. Process for following up with Members whose information packets or identification cards are returned (Limit to three (3) pages, excluding copies of materials)

#	Questions
Benefits	
19.	Describe your proposed approach to inform Members about covered health services including Behavioral Health, maternity, and pharmacy services. (Limit to two (2) pages)
20.	Describe your proposed approach to ensure children receive timely EPSDT screens in accordance with the Division's EPSDT periodicity schedule. Include the following: a. An overview of related policies, procedures, and processes b. An overview of how you will encourage Members to obtain EPSDT services c. How you anticipate the approach will improve health outcomes d. Your process for reminders, follow-ups, and outreach to Members (Limit to three (3) pages)
21.	Describe any enhanced benefits that you propose to provide to Members. (Limit to three (3) pages)
22.	Describe your proposed policies, procedures, and processes to ensure Members' choice of Provider for family planning services and supplies is not restricted. (Limit to one (1) page)
23.	Describe your direct experience in service delivery and payment for Behavioral Health Services for persons with serious mental illness and substance abuse disorders. (Limit to two (2)pages)
24.	Describe your proposed process for providing Non-Emergency Transportation for Members for services covered for Members through MississippiCAN and through the Fee-for-Service delivery system. (Limit to five (5) pages)
25.	Describe your proposed approach for conducting criminal background checks on all NET drivers, including the criteria you will use to determine if a driver can provide services. (Limit to two (2) pages)
Pharmacy	
26.	Describe the policies, procedures and processes you will implement specific to provision of the pharmacy benefit, including a discussion of how you would propose interacting with the Division's P&T Committee and promote medication adherence to maintain continuity of care. (Limit to four (4) pages)
27.	Describe your proposed exception process if a Provider or Member requests use of a non-preferred drug. (Limit to two (2) pages)

#	Questions
Member Services	
28.	Describe your Member services call center operations, including: a. Location of operations (If out of state, describe how it will accommodate services for Mississippi) b. Specific standards for rates of response (e.g., live answer, incomplete calls, speed of answer, average length of call) and measures to ensure standards are met (the Division retains the right to approve all call center standards) c. Accommodations for non-English speaking, hearing impaired, and visually impaired callers d. The process to ensure that Member calls pertaining to immediate medical needs are properly handled e. Training program for call center employees including cultural competency and Care Management f. For behavioral health, how you will provide crisis intervention and other telephone access twenty-four (24) hours per day, seven (7) days per week (Limit to five (5) pages)
29.	Describe how your Member Handbook will inform Members about the process for accessing physical and Behavioral Health Services. (Limit to three (3) pages)
30.	Describe how you will develop and maintain a comprehensive health education program for Members, including: a. An overview of the program, including accountabilities and proposed activities b. Your rationale for selecting areas of focus c. How you will ensure that materials are at a sixth (6^{th}) grade reading level d. The language alternatives available to non-English speakers/readers e. How Members who are visually and/or hearing impaired will be accommodated Describe how you will employ creative solutions to encourage participation in Member outreach and education activities. (Limit to four (4) pages)
31.	Describe your proposed process for maintaining a Provider directory that includes names, locations, telephone numbers, and non-English languages spoken by contracted Providers located near the Member and identifies PCPs and specialists that are not accepting new patients. (Limit to two (2) pages)
32.	Describe your proposed policies, procedures, and processes regarding the Member's rights specified in Section 6.I, Member Rights and Responsibilities of Attachment 3, Draft Contract. (Limit to one (1) page)
33.	Describe your proposed policies, procedures, and processes to ensure Marketing requirements are met. Include a description of Marketing materials your organization proposes to send to Members. Provide samples of Marketing materials your organization has used for other Medicaid programs. (Limit to three (3) pages and two (2) samples)

#	Questions
34.	Describe your proposed Member Complaint, Grievance, and Appeal process specifically addressing: a. Compliance with State requirements as described on the Division's Website and, Section 6.J, Member Complaint, Grievance, and State Fair Hearing Process of Attachment 3, Draft Contract b. Process for expedited review c. Involvement of Members and their families in the Complaint, Grievance, and Appeal process d. How Complaints and Grievances are tracked and trended and how you use data to make program improvements e. Process to review decisions overturned in fair hearings and your approach to address any needed changes based on this review (Limit to four(4) pages)
35.	Describe your proposed approach to assess Member satisfaction including tools you plan to use, frequency of assessment, and responsible parties. (Limit to two (2) pages)
36.	Describe any Member incentive programs you plan to implement and address the following: a. Description of the incentives that you will provide to Members and the criteria for providing the incentives b. How you will employ creative solutions to educate Members about the incentives c. How you will confirm Members can access the incentives d. How you will measure the impact of the incentives and adjust the incentives when they are not successful (Limit to three (3) pages)

#	Questions
Provider Network	
37.	Explain your plan to develop a comprehensive Provider Network to ensure it meets Division access and availability requirements for all covered benefits. Specifically include: a. Your recruitment strategy, including processes for identifying network gaps, developing recruitment work plans, and carrying out recruitment efforts b. Your strategy for retaining specialists and how you will provide access to specialists if not in the network c. If Subcontractors will be used for certain service areas (e.g., dental, transportation, behavioral health), how their network development efforts will be coordinated with the overall recruitment strategy and how you will provide oversight and monitoring of network development activities d. Proposed method to assess and ensure the network standards outlined in the draft Contract are maintained for all Provider types, including using GeoAccess to ensure network adequacy e. Your process for continuous network improvement, including the approach for monitoring and evaluating PCP compliance with availability and scheduling appointment requirements and ensuring Members have access to care if you lack an agreement with a key Provider type in a given geographic area f. How you will ensure appointment access standards are met when Members cannot access care within your Provider Network (Limit to eight (8) pages)
38.	Describe how you will develop and maintain collaborative relationships with low, medium and high intensity residential treatment facilities and medically monitored inpatient treatment facilities. (Limit to two (2) pages)
39.	Describe your proposed credentialing and re-credentialing process including: a. Ensuring that Providers are enrolled in Medicaid and have a valid identification number b. Oversight of Subcontractor credentialing and re-credentialing processes (Limit to three (3) pages)
40.	Submit copies of your standard Provider contracts.
41.	Describe your proposed policies and procedures for addressing the loss of a large Provider group or health system, including: a. System used to identify and notify Members affected by Provider loss b. Automated systems and membership supports used to assist affected Members with Provider transitions c. Systems and policies used to maintain continuity of care of Members experiencing Provider transition d. Approach to cover membership needs with existing network resources following terminations (Limit to two (2) pages)
42.	Describe any Provider incentive programs you plan to implement to improve access and the quality of care. (Limit to two (2) pages)
43.	If you are currently contracting with Providers in Mississippi, provide a list of currently contracted Providers by county and specialty.

#	Questions
44.	If you are not currently contracting with Providers in Mississippi, provide an example of how you have contracted for similar networks in other states Provide a work plan for how you plan to contract with Mississippi Providers, with accountabilities and timelines. (Limit to five (5) pages)
Provider Services	
45.	Describe your Provider services call center operations including: a. Hours of operation b. Location of operations (If out of state, describe how it will accommodate services for Mississippi) c. Specific standards for rates of response (e.g., live answer, incomplete calls, speed of answer, average length of call) and measures to ensure standards are met (the Division retains the right to approve all call center standards) d. Training program for call center employees including cultural competency e. A description of any plans to use electronic communication to respond to Provider inquiries (Limit to three (3) pages)
46.	Describe how you will educate network PCPs regarding how and when to refer a Member for behavioral health treatment, and how to collaborate with behavioral health Providers and systems. (Limit to two(2) pages)
47.	Describe your proposed approach to assess Provider satisfaction including tools you plan to use, frequency of assessment, and responsible parties. (Limit to two(2) pages)
48.	Describe your proposed process for ensuring that non-participating Providers who provide emergency services to Members are paid on a timely basis. (Limit to two (2) pages)
49.	Describe your proposed Provider Complaint, Grievance, and Appeal process specifically addressing: a. Compliance with State requirements as described in Section 7.I, Provider Complaint, Grievance, and State Fair Hearing Process of Attachment 3, Draft Contract b. Process for elevating Provider Complaints and Grievances c. Process for tracking and trending Complaints and Grievances, using data to make program improvements, and sharing data with the Division (Limit to three (3) pages)
Care Management	
50.	Describe your proposed policies, procedures, and processes to conduct outreach to ensure that Members receive all recommended preventive and medically necessary follow-up treatment. Describe how you will notify Members and/or Providers when follow up is due. (Limit to three (3) pages)

#	Questions
51.	Describe your proposed process to ensure appropriate communication with the Provider, follow-up communication with the Members' PCP and Medical Home, and follow-up care for the Member. Address the following in the response: a. Your role and the PCP's role in this process b. Examples of information that you will provide to Providers (Limit to two (2) pages)
52.	Describe your overall approach to Care Management, including the process and criteria used for Care Management for the MississippiCAN population. Address the following issues in the response: a. Identification of Members in need of Care Management, including Members with chronic and complex conditions b. Creative methods to engage difficult to reach populations or Members who are unresponsive to outreach efforts and/or participation in Care Management c. Access for Members requiring Care Management d. Identification of the level of Care Management needed for each Member, and the services provided by risk level (e.g., low, medium, high) e. Facilitation and monitoring of Member compliance with treatment plans f. Coordination with services carved out (e.g., inpatient services) g. Coordination with other Providers h. Interaction between case managers and Members, Members' PCP, family, and other physicians i. Any software or tools you use to identify high-risk Members and track outcomes j. Criteria for discharging Members from Care Management, including examples of cases that would and would not qualify for discharge from Care Management Specifically address programs for high-risk populations, including pregnant women, neonates, Members with behavioral health needs, and Members with chronic conditions. Include Performance Measures that will be used to assess progress. (Limit to ten (10) pages)
53.	Describe your approach to providing Care Management in the following scenarios: a. A Member who had been stratified as low risk has had four (4) emergency room visits in the previous five (5) months b. A Member with diabetes and congestive heart failure has been identified as high risk, but the care manager has been unable to reach the Member by phone and mail has been returned as undeliverable c. A Member with behavioral health needs is taking multiple psychotropic medications and will be discharged from an acute psychiatric hospital and returning to his home next week d. A Member with a history of preterm births is six (6) months pregnant and has missed several scheduled prenatal visits (Limit to six (6) pages)
54.	Describe your proposed transition plan and policies for ensuring continuity of care for Members who are currently receiving covered services from Non-Contracted Providers at the time of Contract implementation. (Limit to two (2) pages)

#	Questions
55.	Describe your treatment and Care Coordination approach for Members with: a. Co-occurring mental health and substance use disorders b. Co-occurring behavioral health and physical health diagnoses (Limit to two (2) pages)
56.	In cases where you are aware of the hospitalization before the Member is discharged, describe how you will provide discharge planning and coordination for hospitalized children and adults, including: a. Schedule outpatient follow-up and/or continuing treatment prior to discharge for Members receiving inpatient services b. Arrange for appointments within fourteen (14) calendar days for Members post-discharge from an acute psychiatric hospital c. Coordinate with hospitals In cases where you are not aware of the hospitalization before the Member is discharged, describe how you will provide discharge planning and coordination for hospitalized children and adults, including: d. Schedule outpatient follow-up and/or continuing treatment for Members receiving inpatient services when you become aware that a hospitalization occurred e. Arrange for appointments within fourteen (14) calendar days for Members post-discharge from an acute psychiatric hospital f. Coordinate with hospitals, as necessary (Limit to six (6) pages)
57.	Given that inpatient services are currently carved out, describe how you would address a scenario in which hospital staff are resistant to having you provide assistance with coordinating discharge activities for a Member. (Limit to two (2) pages)
58.	For Members with special needs, including Members in foster care and adoption assistance, describe how you will ensure coordination of care across the care continuum and with state agencies. Describe how you will assist Members with special needs in identifying and gaining access to community resources that may provide services not covered by Medicaid. (Limit to three (3) pages)
59.	Describe your proposed process for coordination with MSDH on Case Management for high-risk pregnant women to confirm that Case Management will support all of the Members health care needs. (Limit to two (2) pages)

#	Questions
Quality Management	
60.	Describe your proposed quality management program, including: a. The program's infrastructure, including coordination with Subcontractors/corporate entities, if applicable b. The program's lines of accountability c. Process for selecting areas of focus d. Process for using evidence based practices e. How you will comply with and support the MississippiCAN Quality Strategy f. Use of data to design, implement and evaluate the effectiveness of the program g. Assurance of separation of responsibilities between utilization management and quality assurance staff (Limit to six (6) pages)
61.	Describe your proposed process to notify Providers of new practice guidelines and to monitor implementation of those guidelines. (Limit to two (2) pages)
62.	Provide a list of the behavioral health clinical guidelines that you intend to promote, and discuss how you will monitor Provider adherence to these guidelines. (Limit to two (2) pages)
63.	Describe your proposed policies, procedures, and processes to conduct Provider profiling to assess the quality of care delivered. (Limited to two (2) pages)
64.	Describe methods you will use to ensure the quality of care delivered by Non-Contracted Providers. (Limit to two (2) pages)
65.	Describe your proposed policies and procedures for reducing Provider Preventable Conditions, including Never Events. Describe your process for precluding payment to Providers and reporting to the Division via encounter data. (Limit to two (2) pages)
66.	Describe how you will encourage Providers to use electronic health records and e-prescribing functions. (Limit to two (2) pages)
67.	Describe your proposed methodology to identify, design, implement, and evaluate Performance Improvement Projects. Describe your proposed methodology for a Performance Improvement Project for a population with a high level of emergency department utilization. (Limit to four (4) pages)
68.	Provide samples (redacted if actual) of the following documents: Annual Program Evaluation, Annual Program Description/Work Plan, and Performance Improvement Project summary reports that meet the requirements of Section 9, Quality Management, of Attachment 3, Draft Contract.
69.	Describe your proposed methodology to assess and correct disparities in treatment across races and ethnic groups. (Limit to four (4) pages)

#	Questions
70.	Describe your data analytics and data informatics capabilities and how you will use those to drive performance improvement and quality management activities. Provide up to ten (10) pages in an appendix of excerpts from or full sample reports that you propose to use for this Contract. Describe the type of build necessary to create these types of reports. (Limit to two (2) pages, excluding sample reports)
Utilization Management	
71.	Describe your proposed approach to utilization management, including: a. A description of the utilization management program b. Accountability for developing, implementing, and monitoring compliance with utilization policies and procedures c. Data sources and processes to determine which services require Prior Authorization and how often these requirements will be re-evaluated d. Process and resources used to develop utilization review criteria e. Process for regularly reviewing Prior Authorization requirements for their effectiveness and potential need for updates f. Prior authorization processes for Members requiring services from non-participating Providers or expedited Prior Authorization g. Processes to ensure consistent application of criteria by individual clinical reviewers (Limit to ten (10) pages)
72.	Describe the methods you will use to manage unnecessary emergency room utilization, avoidable hospitalization, and readmissions. (Limit to two (2) pages)
73.	Describe how you will identify and address trends in over- and under-utilization. (Limit to two (2) pages)
74.	Describe how you will analyze pharmacy utilization patterns to improve care and reduce costs. (Limit to two (2) pages)
75.	Describe the process for ensuring medication continuity of care upon Enrollment and ongoing. (Limit to two (2) pages)
Information Technology	
76.	Describe your Medicaid Management Information System (MMIS) including: a. A systems diagram that describes each component of the MMIS and the interfacing or supporting systems used to ensure compliance with Contract requirements b. How each component will support major functional areas of the MississippiCAN Program (Limit to 10 pages, including diagram)
77.	Describe modifications or updates to your MMIS that will be necessary to meet the requirements of this program and the plan for completion. (Limit to four (4) pages)

#	Questions
78.	Describe your claims processing operations including: a. The claims processing systems that will support this program b. Standards for speed and accuracy of processing and measures to ensure standards are no less than Medicaid Fee-For-Service program c. The process of identifying and addressing deficiencies or contract variances from claims processing standards, and an example of how you have addressed these deficiencies or variances (Limit to five (5) pages)
79.	Describe the approach for collecting, validating, and submitting complete and accurate encounter data in a timely manner to the Division consistent with required formats. Include how you propose to monitor data completeness and manage non-submission of encounter data by a Provider or a Subcontractor. (Limit to four (4) pages)
80.	Explain your proposed process to maintain your Provider file with information about each Provider sufficient to support Provider payment including the ability to: a. Issue IRS 1099 forms b. Meet all federal and Division reporting requirements c. Cross reference to state and federal identification numbers to identify and report excluded Providers (Limit to three (3) pages)
81.	Describe your proposed emergency response continuity of operations plan. Attach a copy of your plan or summarize how your plan addresses the following aspects of pandemic preparedness and natural disaster recovery, including: a. Employee training b. Essential business functions and responsible key employees c. Contingency plans for covering essential business functions in the event key employees are incapacitated or the primary workplace is unavailable d. Communication with staff and suppliers when normal systems are unavailable e. Plans to ensure continuity of services to Providers and Members f. Testing plan (Limit to five (5) pages)

#	Question
Subrogation and Third Party Liability	
82.	Describe your proposed approach to conducting subrogation and Third Party Liability activities, including: a. Process for capturing Third Party Resource and payment information from your claims system for use in reporting cost-avoided dollars and Provider-reported savings to the Division b. Process for retrospective post payment recoveries of health-related insurance c. Process for adjudicating claims involving third party coverage d. Process for identifying, recouping, and releasing claims e. Process for conducting education for your attorneys and insurers about the Medicaid and MississippiCAN Programs. f. Data analytics and informatics used to support the process g. Process for providing supplemental third party data and files to the Division (Limit to four (4) pages)
Fraud and Abuse	
83.	Describe the Fraud and Abuse program that you will implement including: a. Proactive and reactive Fraud and Abuse detection methods that will be used, including dollar amount thresholds used for initiating a review, if applicable b. Process for acting upon suspected cases of Fraud and Abuse c. Process for complying with federal regulations related to disclosures and exclusion of debarred or suspended Providers d. Process for interacting with the Division, including the Bureau of Program Integrity e. Other components of your Fraud and Abuse program (Limit to three (3) pages)
Subcontractors	
84.	Describe your Subcontractor oversight program. Specifically describe how you will: a. Provide ongoing oversight of your Subcontractors, including a summary of oversight activities, organizational infrastructure that supports Subcontractor oversight, and the types of reports required from each Subcontractor b. Ensure receipt of all required data including encounter data c. Ensure appropriate utilization of health care services d. Ensure delivery of administrative and health care services meets all standards required by this RFP e. Ensure adherence to required Complaint and Grievance policies and procedures f. Address deficiencies or contractual variances with your Subcontractors, including an example of how you have addressed a deficiency or contractual variance with a Subcontractor (Limit to five (5) pages)

5.8 PROJECT MANAGEMENT AND CONTROL

The Project Management and Control Section shall include details of the methodology to be used in management and control of the project, project activities, and progress reports. This section will also provide information about how the Offeror will supervise correction of problems. Specific explanation must be provided if solutions vary from one phase to another. This section covers:

1. Project management approach;
2. Project control approach;
3. Manpower and time estimating methods;
4. Sign-off procedures for completion of all Deliverables and major activities;
5. Management of performance standards, milestones and/or Deliverables;
6. Assessment of project risks and approach to managing them;
7. Anticipated problem areas and the approach to management of these areas, including loss of key personnel and loss of technical personnel;
8. Internal quality control monitoring;
9. Approach to problem identification and resolution;
10. Project status reporting, including examples of types of reports; and
11. Approach to the Division's interaction with contract management staff.

5.9 WORK PLAN AND SCHEDULE

The Work Plan and Schedule must include a detailed work plan broken down by tasks and subtasks and a schedule for the performance of each task included in each year of the Contract. The schedule should allow fifteen (15) business days for Division approval of each submission or re-submission of each Deliverable. The work plan to be proposed should include all responsibilities, milestones, and Deliverables outlined previously in this RFP. This section shall cover:

1. Any assumptions or constraints identified by the Offeror, both in developing the work plan and in completing the work plan;
2. Person-weeks of effort for each task or subtask, showing the Offeror's personnel and Division personnel efforts separately;
3. A network diagram, showing the planned start and end dates for all tasks and subtasks, indicating the interrelationships of all tasks and subtasks, and identifying the critical path;
4. A Gantt chart, showing the planned start and end dates of all tasks and subtasks;
5. A discussion of how the work plan provides for handling of potential and actual problems; and

6. A schedule for all Deliverables providing a minimum of fifteen (15) business days' review time by the Division.

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6 PROPOSAL EVALUATION

6.1 GENERAL

An Evaluation Committee comprised of Division staff will be established to judge the merits of eligible proposals. The committee will be appointed by the Executive Director of the Division of Medicaid and will include Members who have extensive experience in the Medicaid program. The Evaluation Committee will be responsible for the evaluation of the proposal.

6.2 EVALUATION OF PROPOSALS

A standard evaluation form will be used by the evaluation committee to ensure consistency in evaluation criteria.

A maximum of 1,000 points will be available. The Evaluation Committee will review each Offeror's Proposal to determine if the Offeror sufficiently addresses all of the RFP requirements and the Offeror has developed a specific approach to meeting each requirement.

Figure 8. Proposal Evaluation

Proposal Section	Maximum Score
Transmittal Letter	Pass/Fail
Executive Summary	50
Corporate Background and Experience	90
Organization and Staffing	90
Ownership and Financial Disclosure	Pass/Fail
Methodology and Work Statement	600
Project Management and Control	100
Work Plan and Schedule	70
TOTAL	**1,000**

At its option, the State may request an Oral Presentation with selected Offerors. Proposals must score a minimum of 600 points of the total score in order to proceed to the Oral Presentations. Proposals receiving less than 600 points will not be invited to the Oral Presentations.

Offerors must be prepared to meet with Division staff within five (5) calendar days of notification. All costs associated with the Oral Presentation will be the responsibility of the Offeror.

6.2.1 Evaluation of Offerors' Response to RFP

Each proposal will be evaluated to determine if it is complete and whether it complies with the instructions to Offerors in the RFP. Each proposal that is incomplete will be declared non-responsive and may be rejected with no further evaluation.

Any proposal that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the Division. The Division reserves the right to waive minor variances or reject any or all proposals. In addition, the Division reserves the right to request clarifications or enter into discussions with all Offerors.

The Evaluation Committee will review the Offeror's response to each requirement in order to determine if the proposal sufficiently addresses all of the requirements and that the Offeror has developed a specific approach to meeting each requirement.

Additional consideration will be given to Offerors that provide a distinct added benefit to the Division beyond the basic requirements of the RFP.

6.2.2 Executive Summary

The Evaluation Committee will review the Executive Summary to determine if it provides all information required in Section 5.3 of this RFP and is ten (10) pages or less in length.

6.2.3 Corporate Background and Experience

The Evaluation Committee will evaluate the experience, performance on similar contracts, resources, and qualifications of the Offeror to provide the services required by the RFP. The evaluation criteria will address:

1. Experience of Offeror in providing the requested services;
2. Corporate experience providing similar services;
3. Specific qualifications that evidence the Offeror's ability to provide the services requested;
4. Current financial position and cash flow of the Offeror and evidence that the Offeror has a history of financial solvency; and
5. Any contract terminations for cause within the past five (5) years.

6.2.4 Organization and Staffing

The Evaluation Committee will review this section of the Offeror's proposal to determine if the proposed organizational structure and staffing level are sufficient to accomplish the requirements of the RFP. The committee will review the organizational chart(s), the job descriptions and the key staff experience.

6.2.5 Methodology and Work Statement

The Evaluation Committee will evaluate the approach and process offered to provide services as required by this RFP.

6.2.6 Project Management and Control

The Evaluation Committee will evaluate the Offeror's proposal, including the amount and level of resources proposed by the Offeror, to determine if all of the elements required by the RFP are addressed.

6.2.7 Work Plan and Schedule

The Evaluation Committee will review and evaluate the work plan and schedule to determine if all tasks are included and if, for each task, a timeline and an identification of staff responsible for the task's accomplishment

are indicated. The work plan must provide a logical sequence of tasks and a sufficient amount of time for their accomplishment.

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Attachment 1: DHHS Certification Regarding Drug-Free Workplace Requirements

DHHS CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS:
GRANTEES OTHER THAN INDIVIDUALS
Instructions for Certification

By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.

1) This certification is required by regulations implementing the Drug-Free Act of 1988, 45 CFR Part 76, Subpart F. The regulations, published in the May 25, 1990, Federal Register, require certification by grantees that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the Department of Health and Human Services (HHS) determines to award the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HHS, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

2) Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.

3) Workplace identifications must include the actual address of buildings (or parts of buildings) or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio studios).

4) If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see above).

5) Definitions of terms in the Nonprocurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

"Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;

"Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including (i) all direct charge employees; (ii) all indirect charge employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent contractors not on the grantee's payroll; or employees of sub recipients or subcontractors in covered workplaces).

The grantee certifies that it will or will continue to provide a drug-free workplace by

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use

of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

b) Establishing an ongoing drug-free awareness program to inform employees about

1) The dangers of drug abuse in the workplace; 2) the grantee's policy of maintaining a drug-free workplace; 3) any available drug counseling, rehabilitation, and employee assistance programs; and 4) the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

1) Abide by the terms of the statement; and 2) notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;

e) Notifying the agency in writing, within ten (10) calendar days after receiving notice under paragraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f) Taking one of the following actions, within thirty (30) calendar days of receiving notice under paragraph (d)(2), with respect to any employee who is so convicted:

1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or 2) requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant (use attachments if needed):

Place of Performance (street address, city, county, state, zip code)

Check if there are workplaces on file that are not identified here.

---->NOTE: Sections 76.630(c) and (d)(2) and 76.635(a)(1) and (b) provide that a Federal agency may designate a central receipt point for STATE-WIDE AND STATE AGENCY-WIDE certifications, and for notification of criminal drug convictions. For HHS, the central receipt point is Division of Grants Management and Oversight, Office of Management and Acquisition, HHS, Room 517-D, 200 Independence Ave, S.W., Washington, D.C. 20201

_____	_____
Signature	Date
_____	_____
Title	Organization

Attachment 2: DHHS Certification Regarding Debarment, Suspension, and other Responsibility Matters

DHHS Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions
45 CFR Part 76, Appendix A

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

_____	_____
Signature	Date
_____	_____
Title	Organization

Attachment 3: Draft Contract

Attachment 4: Data Book

Attachment 5: Performance Measures and Targets

MISSISSIPPI DIVISION OF MEDICAID

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into between Mississippi Division of Medicaid ("DOM") and _____ ("Business Associate"), and modifies any other prior existing agreement or contract for this purpose. In consideration of the mutual promises below and the exchange of information pursuant to this Agreement and in order to comply with all legal requirements for the protection of this information, the parties therefore agree as follows:

I. RECITALS

a. DOM is a State Agency that acts both as an employer and as a Health Plan for public benefit with a principal place of business at 550 High Street, Suite 1000, Jackson, MS 39201.

b. Business Associate is a corporation qualified to do business in Mississippi that will act to perform consulting services for DOM with a principal place of business at _____.

c. Pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996; the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"), Title XIII of Division A, and Title IV of Division B of the American Recovery and Reinvestment Act of 2009; and their implementing regulations, including 45 C.F.R. Parts 160 and 164, Subparts A and E ("Privacy Rule"), and 45 C.F.R. Parts 160 and 164, Subparts A and C ("Security Rule"):

   i. DOM, as a Covered Entity is required to enter into this Agreement to obtain satisfactory assurances that Business Associate will comply with and appropriately safeguard all Protected Health Information ("PHI") Used, Disclosed, created or received by Business Associate on behalf of DOM, and

   ii. certain provisions of HIPAA, the HITECH Act, and their implementing regulations apply to Business Associate in the same manner as they apply to DOM and such provisions must be incorporated into this Agreement.

d. DOM desires to engage Business Associate to perform certain functions for, or on behalf of, DOM involving the Disclosure of PHI by DOM to Business Associate, or the creation or Use of PHI by Business Associate on behalf of DOM, and Business Associate desires to perform such functions, as set forth in the Service Agreements or contracts which involve the exchange of information, and wholly incorporated herein.

II. DEFINITIONS

a. "Breach" shall mean the acquisition, access, Use or Disclosure of PHI in a manner not permitted by the Privacy Rule which compromises the security or privacy of the PHI, and subject to the exceptions set forth in 45 C.F.R. § 164.402.

b. "Business Associate" shall mean **_____.**

c. "Covered Entity" shall mean DOM.

d. “Data Aggregation” shall have the same meaning as the term “Data aggregation” in 45 C.F.R. § 164.501.

e. “Designated Record Set” shall have the same meaning as the term “Designated record set” in 45 C.F.R. § 164.501.

f. “Disclosure” shall have the same meaning as the term “Disclosure” in 45 C.F.R. § 160.103.

g. “Health Plan” shall have the same meaning as the term “Health plan” in 45 C.F.R. § 160.103.

h. “Individual” shall have the same meaning as the term “Individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

i. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and E.

j. “Protected Health Information” shall have the same meaning as the term “Protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of DOM.

k. “Required by Law” shall have the same meaning as the term “Required by law” in 45 C.F.R. § 164.103.

l. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.

m. “Security Incident” shall have the same meaning as the term “Security incident” in 45 C.F.R. § 164.304.

n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Parts 160 and 164, Subparts A and C.

o. “Service Agreement” shall mean the agreements and contracts entered into between DOM and Business Associate.

p. “Standard” shall have the same meaning as the term “Standard” in 45 C.F.R. § 160.103.

q. “Subcontractor” shall have the same meaning as the term “Subcontractor” in 45 C.F.R. § 160.103.

r. “Unsecured Protected Health Information” shall have the same meaning as the term “Unsecured protected health information” in 45 C.F.R. § 164.402.

s. “Use” shall have the same meaning as the term “Use” in 45 C.F.R. § 160.103.

t. “Violation” or “Violate” shall have the same meaning as the terms “Violation” or “violate” in 45 C.F.R. § 160.103.

All other terms not defined herein shall have the meanings assigned in HIPAA, the HITECH Act, and their implementing regulations.

III. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

a. Business Associate agrees to not Use or Disclose PHI other than as permitted or required by this Agreement or as Required by Law.

b. Business Associate agrees to use appropriate safeguards and comply, where applicable, with the Security Rule, to prevent Use or Disclosure of the PHI other than as provided for by this Agreement.

c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in Violation of the requirements of this Agreement.

d. Business Associate agrees to report to DOM without unreasonable delay, and no later than seventy-two (72) hours after discovery, any Use or Disclosure of PHI not provided for by this Agreement of which it becomes aware, including Breaches of Unsecured PHI as required by 45 C.F.R. § 164.410, and any Security Incident of which it becomes aware.

e. Business Associate agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions and conditions that apply to the Business Associate with respect to such information, all in accordance with 45 C.F.R. §§ 164.308 and 164.502.

f. Business Associate agrees to ensure that any Subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of the Business Associate agree to comply with the applicable requirements of the Security Rule and Privacy Rule by entering into a Business Associate Agreement in accordance with 45 C.F.R. §§ 164.314, 164.502, and 164.504, and ensuring that any Subcontractor executes a separate Business Associate Agreement with DOM.

g. Business Associate agrees to provide access, at the request of DOM, and in the time and manner designated by DOM, to PHI in a Designated Record Set, to DOM or, as directed by DOM, to an Individual in order to meet the requirements under 45 CFR § 164.524.

h. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that DOM directs or agrees to pursuant to 45 CFR § 164.526 at the request of DOM or an Individual, and in the time and manner designated by DOM.

i. Business Associate agrees to document such Disclosures of PHI and information related to such Disclosures as would be required for DOM to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

j. Business Associate agrees to provide to DOM or an Individual, in a time and manner designated by DOM, information collected in accordance with paragraph (i) of Section (III) of this Agreement, to permit DOM to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

k. Business Associate agrees that to the extent that Business Associate carries out DOM's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to DOM in the performance of such obligation.

l. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the Use and Disclosure of PHI received from, or created or received by Business Associate on behalf of, DOM available to the Secretary for purposes of determining DOM's compliance with the Privacy Rule.

m. Business Associate agrees that all of DOM's data will not be co-mingled with other trading partner's data. Data will be stored in an individual structure and will be easily identifiable and exportable.

n. The provisions of the HITECH Act that apply to Business Associate and are required to be incorporated by reference in a Business Associate Agreement are hereby incorporated into this Agreement, including, without limitation, 42 U.S.C. §§ 17935(b), (c), (d) and (e), and 17936(a) and (b), and their implementing regulations.

o. Without limitation of the foregoing:

i. Pursuant to 42 U.S.C. § 17931(a), the following sections of the Security Rule shall apply to Business Associate in the same manner as they apply to DOM: 45 C.F.R. §§ 164.308 (Administrative Safeguards); 164.310 (Physical Safeguards); 164.312 (Technical Safeguard); and 164.316 (Policies and procedures and documentation requirements).

ii. 42 U.S.C. §§ 17931(b) and 17934(c), and their implementing regulations, each apply to Business Associate with respect to its status as a business associate to the extent set forth in each such Section.

iii. Pursuant to 45 C.F.R. § 164.410, without unreasonable delay, and no later than seventy-two (72) hours after discovery, Business Associate shall notify DOM of any Breach of Unsecured PHI. The notification shall include, to the extent possible and subsequently as the information becomes available, the identification of all Individuals whose Unsecured PHI is reasonably believed by Business Associate to have been Breached along with any other available information that is required to be included in the notification to the Individual, HHS and/or the media, all in accordance with the data Breach notification requirements set forth in 42 U.S.C. § 17932 and 45 C.F.R. Parts 160 and 164, Subparts A, D, and E.

IV. PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

a. General Use and Disclosure Provisions: Except as otherwise limited in this Agreement, Business Associate may Use or Disclose PHI to perform functions, activities, or services for, or on behalf of, DOM as specified in the Service Agreements and contracts, provided that such Use or Disclosure would not Violate what is Required by Law, or the minimum necessary policies and procedures of DOM, or the Privacy Rule if done by DOM, except for the specific Uses and Disclosures set forth below, for the purpose of performing the Service Agreement.

b. Specific Use and Disclosure Provisions:

i. Except as otherwise limited in this Agreement, Business Associate may Use PHI, if necessary, for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate under the Service Agreements and contracts entered into between DOM and Business Associate.

ii. Except as otherwise limited in this Agreement, Business Associate may Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.

iii. Except as otherwise limited in this Agreement, Business Associate may Use PHI to provide Data Aggregation services exclusively to DOM as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

V. OBLIGATIONS OF DOM

a. DOM shall provide Business Associate with the Notice of Privacy Practices that DOM produces in accordance with 45 C.F.R. § 164.520, attached hereto as Exhibit "A" and wholly incorporated herein, as well as any changes to such Notice of Privacy Practices.

b. DOM shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices to the extent that such limitation may affect Business Associate's Use or Disclosure of PHI.

c. DOM shall notify Business Associate of any changes in, or revocation of, permission by Individual to Use or Disclose PHI, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI.

d. DOM shall notify Business Associate of any restriction to the Use or Disclosure of PHI that DOM has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

e. Permissible Requests by DOM: DOM shall not request Business Associate to Use or Disclose PHI in any manner that would not be permissible under the Privacy Rule if done by DOM, except as provided for in paragraph (b) of section (IV) of this Agreement.

VI. TERM AND TERMINATION

a. Term. For all new Service Agreements and contracts entered into between DOM and Business Associate, the effective date of this Agreement is the effective date of the Service Agreements and contracts entered into between DOM and Business Associate. For all ongoing Service Agreements and contracts entered into between DOM and Business Associate, the effective date of this Agreement is the date first herein written. This Agreement shall terminate when all of the PHI provided by DOM to Business Associate, or created or received by Business Associate on behalf of DOM, is destroyed or returned to DOM, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section. Termination of this Agreement shall automatically terminate the Service Agreement.

b. Termination for Cause. Upon DOM's knowledge of a material Breach or Violation by Business Associate, Business Associate authorizes that DOM shall, at its discretion, either:

i. provide an opportunity for Business Associate to cure the Breach or end the Violation and terminate this Agreement and the associated Service Agreements or contracts, if Business Associate does not cure the Breach or end the Violation within the time specified by DOM, or

ii. immediately terminate this Agreement and the associated Service Agreements or contracts if Business Associate has Breached a material term of this Agreement and cure is not possible.

c. Effect of Termination.

i. Except as provided in subsection (ii) of paragraph (c) of section (VI) of this Agreement, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all PHI received from, or created or received by Business Associate on behalf of, DOM in accordance with State and Federal retention guidelines. This provision shall apply to PHI that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

ii. In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to DOM notification of the conditions that make return or destruction infeasible. Upon notification in writing that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further Uses and Disclosures to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

VII. MISCELLANEOUS

a. Statutory and Regulatory References. A reference in this Agreement to a section in HIPAA, the HITECH Act, their implementing regulations, or other applicable law means the section as in effect or as amended, and for which compliance is required.

b. Amendment. The Parties agree to take such action as is necessary to amend this Agreement as is necessary to effectively comply with the terms of any Service Agreements or contracts, or for DOM to comply with the requirements of HIPAA, the HITECH Act, their implementing regulations, and other applicable law relating to the security and privacy of PHI. Such modifications signed by the parties shall be attached to and become part of this Agreement.

c. Survival. The respective rights and obligations of Business Associate provided for in paragraph (c) of section (VI) of this Agreement shall survive the termination of this Agreement.

d. Interpretation. Any ambiguity in this Agreement shall be resolved to permit DOM to comply with HIPAA, the HITECH Act, their implementing regulations, and other applicable law relating to the security and privacy of PHI.

e. Indemnification. Business Associate will indemnify and hold harmless DOM to this Agreement from and against all claims, losses, liabilities, costs and other expenses incurred as a result of, or arising directly or indirectly out of or in conjunction with:

i. any misrepresentation, breach of warranty or non-fulfillment of any undertaking on the part of the party under this Agreement, and

ii. any claims, demands, awards, judgments, actions and proceedings made by any person or organization arising out of or in any way connected with the performance of the Business Associate under this Agreement.

f. Disclaimer. DOM makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA, the HITECH Act, their implementing regulations, or other applicable law will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized Use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

g. Notices. Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and may be either personally delivered or sent by registered or certified mail in the United States Postal Service, Return Receipt Requested, postage prepaid, addressed to each party at the addresses which follow or to such other addresses as the parties may hereinafter designate in writing:

DOM: **Office of the Governor**
Division of Medicaid
550 High Street, Suite 1000
Jackson, MS 39201

Business Associate: _____

Any such notice shall be deemed to have been given, if mailed as provided herein, as of the date mailed.

h. Change in Law. In the event that there are subsequent changes or clarifications of statutes, regulations or rules relating to this Agreement, DOM shall notify Business Associate of any actions it reasonably deems are necessary to comply with such changes, and Business Associate promptly shall take such actions. In the event that there shall be a change in the federal or state laws, rules or regulations, or any interpretation or any such law, rule, regulation or general instructions which may render any of the material terms of this Agreement unlawful or unenforceable, or materially affects the financial arrangement contained in this Agreement, Business Associate may, by providing advanced written notice, propose an amendment to this Agreement addressing such issues.

i. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

j. Governing Law. This Agreement shall be construed broadly to implement and comply with the requirements relating to HIPAA, the HITECH Act, their implementing regulations, and other applicable law relating to the security and privacy of PHI. All other aspects of this Agreement shall be governed under the laws of the State of Mississippi.

k. Assignment/Subcontracting. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective legal representatives, successors and assigns. Except as otherwise provided in the Service Agreement or contract and any proposal or RFP related thereto and agreed upon between the parties, Business Associate may not assign or subcontract the rights or obligations under this Agreement without the express written consent of DOM, provided that any Subcontractor executes a separate Business Associate Agreement with DOM. DOM may assign its rights and obligations under this Agreement to any successor or affiliated entity.

l. Entire Agreement. This Agreement contains the entire agreement between parties and supersedes all prior discussions, negotiations and services for like services.

m. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than DOM, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

n. Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself and any agents, affiliates, assignees, subsidiaries, Subcontractors or employees assisting Business Associate in the fulfillment of its obligations under this Agreement, available to DOM, at no cost to DOM, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DOM, its directors, officers or employees based upon claimed Violation of HIPAA, the HITECH Act, their implementing regulations or other laws relating to the security and privacy of PHI, except where Business Associate or its agents, affiliates, assignees, subsidiaries, Subcontractors or employees are a named adverse party.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement to be effective on the date provided for in paragraph (a) of section (VI) of this Agreement.

Business Associate:

_____
(Name of Business Associate Representative – Typed or Printed)

_____
(Title/Component)

_____ _____
(Signature) (Date)

DOM:

David J. Dzielak, Ph.D
(Name of DOM Representative – Typed or Printed)

Executive Director
(Title/Component)

_____ _____
(Signature) (Date)

OFFICE OF THE GOVERNOR | MISSISSIPPI DIVISION OF MEDICAID

NOTICE OF PRIVACY PRACTICES

MISSISSIPPI DIVISION OF MEDICAID

Original Effective Date: April 14, 2003
Revised Effective Date: September 23, 2013

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED, AND HOW YOU CAN GET ACCESS TO THIS INFORMATION. PLEASE REVIEW THE NOTICE BELOW CAREFULLY.

The Mississippi **D**ivision **o**f **M**edicaid (**DOM**) is required by law keep your **P**rotected **H**ealth **I**nformation (**PHI**) private. DOM gets PHI from you when you apply for Medicaid, and when your health care providers (for example, your doctor, dentist, clinics, labs, and hospitals) send PHI to DOM to ask DOM to approve and pay for your health care. PHI may include your name, address, birth date, phone number, Social Security number, and medical information. This information is part of your Medicaid record and DOM stores it in files and on a computer. DOM is required by law to give you this Notice of Privacy Practices (Notice) which describes its legal duties and privacy practices regarding your PHI.

How DOM May Use or Disclose Your Protected Health Information

DOM may use or share your PHI for reasons related to the administration of the Medicaid program. In order to carry these tasks out, DOM may contract with others outside the agency for services. For example, DOM contracts with a private company to process the claims sent in by your health care provider. DOM may need to share some or all of your PHI with that company so your health care bills are paid. When this is done, the law and DOM require that company, called a “business associate”, to follow the law just like DOM does and to keep all of your PHI safe.

DOM may use or disclose your PHI for the following purposes:

1. **Treatment.** DOM may use or share PHI about you to make sure you get the care you need. For example, DOM may provide a list of what medicines you have received to your doctors, so they can consider these when prescribing additional medications.

2. **Payment.** DOM may use or share PHI about you so that it can pay for your health services. For example, your doctor will send certain health and private information about you to DOM or a DOM business associate, who will check to see if you are eligible for benefits and then will send payment directly to the health care provider for those services if you are eligible.

3. **Health care operations.** DOM may use or share PHI about you to run the Medicaid program. DOM may use your health records to check the quality of the health care you get and in audits, fraud and abuse programs, planning, and management. For example, DOM may contract with a private company to review the care and services you have received to ensure that your doctor or other health provider provided quality care to you.

4. **Notification and communication with family.** We may use or share your PHI to tell a family member, your personal representative, or another person responsible for your care about where you are, your general condition, or if you die. If you are able and can agree or object, DOM will give

you a chance to object prior to making this notification. If you are unable or cannot agree or object or it is an emergency or disaster relief situation, DOM will use its best judgment in telling your family and others. If you are deceased, DOM may disclose to a family member, a personal representative, or another person who was involved in your care or payment for health care prior to your death, your PHI that is relevant to such person's involvement, unless doing so is inconsistent with any of your prior expressed preferences that are known to DOM.

5. **Required by law.** DOM may use or share your PHI when required by federal, state, and local laws, or by court order.

6. **Public health activities.** When required or permitted by law, DOM may use or share your PHI for public health activities, such as: preventing or controlling communicable disease, injury, or disability; reporting births and deaths; reporting to the Food and Drug Administration problems with products and reactions to medications; and reporting disease or infection exposure.

7. **Health oversight activities.** DOM may use or share your PHI with health agencies during the course of audits, investigations, inspections, licensure, and other proceedings.

8. **Judicial and administrative proceedings**. DOM may use or share your PHI in the course of any administrative or judicial proceeding.

9. **Law enforcement and government authorities.** DOM may use or share your PHI with a law enforcement official or government authority for purposes such as: identifying or locating a suspect, fugitive, material witness, or missing person; complying with a court order, subpoena, or similar process; reporting suspicious wounds, burns, or physical injuries; reporting child abuse, neglect, or domestic violence; and relating to the victim of a crime.

10. **Deceased person information.** DOM may use or share your PHI with coroners, medical examiners, and funeral directors as necessary to carry out their duties.

11. **Organ, eye, or tissue donation.** DOM may use or share your PHI with organizations involved in procuring, banking, or transplanting organs, eyes, or tissues.

12. **Research.** DOM may use or share your PHI with researchers doing research that has been approved by a DOM approved Privacy Board.

13. **Public safety.** DOM may use or share your PHI with appropriate persons in order to prevent or lessen a serious and imminent threat to the health or safety of a particular person or the general public.

14. **Specialized government functions.** DOM may use or share your PHI for military, national security, correctional institution, government benefits, and other specialized government purposes.

15. **Worker's compensation.** DOM may use or share your PHI as necessary to comply with worker's compensation laws.

When DOM May Not Use or Disclose Your Health Information

Most uses or disclosures of **psychotherapy notes**, uses or disclosures of PHI for **marketing purposes**, and disclosures that constitute the **sale of PHI** require your written authorization.

Except for those purposes described in this Notice, DOM will not use or share your PHI without your written authorization. If you do authorize DOM to use or share your PHI in other ways not described in this Notice, you may take back your authorization in writing at any time. However, this revocation of your authorization will not be effective for PHI that DOM has used or shared before you took back your authorization.

DOM is required by law to notify you if there is a breach of your unsecured PHI.

Your Health Information Rights

1. **You have the right to ask for restrictions on certain uses and disclosures of your PHI.** DOM does not have to agree to the restriction that you ask for.

2. **You have the right to have DOM contact you confidentially in a certain way or at a certain location.** DOM will grant your request if it is reasonable and you believe it is needed for your safety. You will be told in advance of any fees or charges for this process.

3. **You have the right to inspect and obtain a copy of your PHI.** DOM may deny this request in certain situations, and if the request is granted, there may be fees or charges for this process.

4. **You have the right to ask DOM to change PHI in your record that you believe is not correct or not complete.** DOM does not have to change your PHI and will inform you of its decision to deny your request. You will be told how you can disagree with the denial.

5. **You have the right to get a list of disclosures of your PHI made by DOM**, except that DOM does not have to include disclosures for certain purposes, including: treatment, payment, health care operations, information provided to you, certain government functions, and certain other limited purposes.

6. **You have the right to request a paper copy of this Notice.** You may also obtain a copy of this Notice on the DOM website at http://www.medicaid.ms.gov/Publications.aspx (click Notice of Privacy Practices).

Changes to this Notice of Privacy Practices

DOM reserves the right to change this Notice at any time in the future, and to make the new provisions effective for all PHI that it keeps, including PHI that was created or received prior to the date of such change. Until such change is made, DOM must comply with this Notice. Upon a material change of this Notice, DOM will send a new Notice with the changes and effective date of change to each current beneficiary.

Complaints

If you believe your privacy rights described in this Notice have been violated, you may submit a complaint to:

Privacy Officer
Division of Medicaid
Walter Sillers Building, 550 High Street, Suite 1000, Jackson, MS 39201-1399

Toll-free: (800) 421-2408
Phone: (601) 359-6050

You may also submit a complaint to:

Regional Manager
Region IV - Office for Civil Rights
U.S. Department of Health and Human Services
Sam Nunn Atlanta Federal Center, Suite 16T70, 61 Forsyth Street, S.W., Atlanta, GA 30303-8909

Toll-free: (800) 368-1019
Telecommunications device for the deaf: (800) 537-7697

If you file a complaint, DOM will not take away your health care benefits or retaliate against you in any way.

Questions

If you have any questions about this Notice or DOM's privacy practices, or you wish to use any of the privacy rights explained in this Notice, please contact the DOM Privacy Officer at the address or number listed above.

For instructions on how to obtain this information in Braille, another language, or other available formats, please call 1-800-421-2408 or contact your local DOM Regional Office. Contact information for these offices can be found on the DOM website at http://www.medicaid.ms.gov/RegionalOffices.aspx.

Si necesita esta información en español, por favor llame 1-800-421-2408 o póngase en contacto con su oficina local de DOM Regional. Información de contacto de estas oficinas puede encontrarse en el sitio web de DOM http://www.medicaid.ms.gov/RegionalOffices.aspx.