



REQUEST FOR PROPOSALS

MississippiCAN Program

RFP# 20090127 (Rev 08/19/2009)

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Due Dates:

Questions & Letter of Intent
FAX or MAIL or HAND DELIVERY
5:00 PM Central Standard Time, Monday, February 9, 2009

Sealed Proposals
MAIL or HAND DELIVERY ONLY
5:00 PM Central Standard Time, Monday, March 16, 2009

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1 OVERVIEW

1.1 PURPOSE

This Request for Proposals, hereafter referred to as the RFP, is requesting offers from responsible Contractors to provide services to implement the Mississippi Coordinated Access Network (MississippiCAN), a coordinated care program for Mississippi Medicaid beneficiaries that will address the following goals.

- **Improve access to needed medical services** - This goal will be accomplished by connecting the targeted 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 disease state management 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.

~~Mississippi will seek a Federal Medicaid 1915(b) waiver to secure approval to implement a care coordination program for targeted beneficiaries.~~

~~The 1915(b) waiver will allow the Medicaid program to require mandatory enrollment of these targeted beneficiaries into contracted CCOs and to extend care coordination to beneficiaries with special health care needs.~~

1.2 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 prospective contractors are charged with presumptive knowledge of all requirements of the cited authorities. The submission of a valid executed proposal by any prospective contractor shall constitute admission of such knowledge on the part of each prospective contractor. Any proposal submitted by any prospective contractor which fails to meet any published requirement of the cited authorities may, at the option of DOM, be rejected without further consideration.

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

In Mississippi, the Medicaid program began on January 1, 1970. The program is administered in Mississippi by the Division of Medicaid, Office of the Governor, by authority of Section 43-13-101 et seq. of the Mississippi Code of 1972. Services are currently provided through a fee-for-service arrangement with a variety of medical providers.

1.3 ORGANIZATIONS ELIGIBLE TO SUBMIT PROPOSALS

To be eligible to submit a proposal, an Offeror must provide documentation for each requirement as specified below:

1. The Offeror has not been sanctioned by a state or federal government within the last 10 years.
2. The Offeror must have experience in contractual services providing the type of services described in this RFP.
3. The Offeror must be able to provide each required component and deliverable as detailed in the Scope of Work.

4. Offerors must have at least five years of Medicaid program experience. In regard to licensure, Offerors must: (1) be licensed by the Mississippi Department of Insurance; or (2) be in the process of obtaining a license from the Mississippi Department of Insurance to be effective by ~~October 1, 2009~~the program implementation date, and be licensed in another state.

1.4 SCOPE OF WORK

1.4.1 PROGRAM OVERVIEW

1.4.1.2 Statewide

MississippiCAN will be implemented in all 82 counties in the state of Mississippi for all eligible beneficiaries ~~beginning October 1, 2009~~. The implementation date will be determined upon CMS approval of the program.

1.4.1.3 Target Population

The target population of MississippiCAN is comprised of ~~four groups, including:~~

- ~~• Pregnant women;~~
- ~~• Children under the age of one year;~~
- ~~Targeted~~targeted, high cost Medicaid beneficiaries ~~are~~ defined as those individuals in a category of eligibility that has been as determined by claims review to have an above average per member per month cost and more than 1,200 member months in the category. Therefore, the targeted, high cost Medicaid beneficiaries covered in this program are
 - o SSI,
 - o Disabled Child at Home,
 - o Working Disabled,
 - o Department of Human Services Foster Care, and
 - o Breast/Cervical Group

Persons in an institution such as a nursing facility, ICF/MR or PRTF; dual eligibles (Medicare and Medicaid); and waiver members are excluded from the program regardless of the category of eligibility.

1.4.1.4 ~~Mandatory~~ Enrollment and Eligibility

The enrollment into MississippiCAN of the targeted populations will be ~~mandatory~~ limited to no more than 15% of the Mississippi Medicaid population with the ability to opt out of the program and return to the fee for service program. ~~There will be no ability by a targeted member to opt out of the program.~~ The enrollment process will ensure that members have informed choice, the process is cost efficient and timely, and the process is known to advocates, providers and members and complies with federal safeguards and requirements.

All beneficiaries will have the ability to choose the CCO of their choice. Enrolled beneficiaries will have an open enrollment period during the 90 days following their initial enrollment in a CCO during which they can enroll in a different CCO “without cause,” and an open enrollment period at least once every 12 months after the initial date with the option to opt out during this period. This will align with the timing of each beneficiary’s annual eligibility redetermination date (except for the initial enrollment group ~~since that will occur on October 1 for all~~). At each beneficiary’s annual eligibility redetermination, beneficiaries may choose to select another CCO or opt out of the program and return to the fee for service program.

Various “for cause” reasons for disenrollment at other times will incorporate federal requirements, such as: providers that do not (for religious or moral reasons) offer needed services; not all related services are available in the plan’s network; or the plan lacks providers experienced in dealing with the enrollee’s health care needs.

Eligibility criteria for MississippiCAN will be the same as the eligibility criteria for Mississippi Medicaid. Children enrolled in MississippiCAN will have 12 months of continuous Medicaid eligibility and beneficiaries over 19 years of age will have eligibility determined annually.

The Division of Medicaid (DOM) will be responsible for creating a process to provide information about choice of CCOs and enroll the members into their chosen CCO. DOM staff and the Medicaid Fiscal Agent will work together to develop and implement the enrollment broker responsibilities. No separate enrollment broker will be procured.

The CCOs will not have the ability to directly market to the targeted beneficiaries. The Division of Medicaid (DOM) will be responsible for creating a process to provide information about choice of CCOs and enroll the beneficiaries into their chosen CCO. DOM staff and the Medicaid Fiscal Agent will work together to accomplish these tasks. No separate enrollment broker will be procured.

The enrollment process will ensure that beneficiaries have informed choice, the process is cost efficient and timely, and the process is acceptable to advocates, providers and beneficiaries.

1.4.1.5 Members' Rights and Protections

Members' rights and protections will be required, including the right to:

- receive needed information about the program;
- be treated with respect, dignity and privacy;
- receive information on available treatment options; participate in health care decisions;
- request copies of medical records; and
- be furnished services with an adequate delivery network, timely access, coordination and continuity of care, and other specified standards.

Members' protections will also be provided through access standards, care coordination requirements, quality management programs, and detailed grievance and appeals procedures.

1.4.1.6 Coordinated Care Organizations

To meet goals of choice for members, financial stability of the program and administrative ease, DOM is seeking no more than three CCOs which will be selected through a competitive process.

CCOs will be required to serve the entire state and provide, at a minimum, the comprehensive package of Mississippi Medicaid services (excluding behavioral health and non-emergency transportation) to all targeted populations.

CCOs will receive a prepaid capitated monthly payment and will provide services through a full-risk arrangement. At DOM's option, DOM may offer risk sharing for NICU babies. Other reinsurance may be purchased by the CCOs to protect them from unexpected medical costs. These arrangements must be approved by DOM.

1.4.2 RATE SETTING

1.4.2.1 Capitated Coordinated Care Organizations' Rates

DOM will contract with the CCOs using a full-risk arrangement ~~that will include limited risk sharing and~~ that will pay each CCO a prepaid monthly capitation payment to cover all services included in the CCO contract. DOM will develop cost-effective and actuarially sound rates according to all applicable CMS rules and regulations. DOM will not use a competitive bidding process to develop the CCO capitation rates. DOM will develop monthly capitation rates that will be offered to CCOs on a "take it or leave it" basis.

The rate structure is as follows:

• ~~**Pregnant women**~~

~~DOM will pay the CCOs a maternity “kick payment” (i.e., an all-inclusive case rate) for all hospital and 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.~~

~~DOM will pay a prepaid monthly capitation payment for all services not related to a delivery.~~

• ~~**Children under one year of age**~~

~~DOM will develop monthly capitation payments that vary by age to reflect the difference in expected cost by age.~~

- ~~○ Age 0 – 2 months~~
- ~~○ Age 3 – 11 months~~

~~At DOM's option, DOM may develop an arrangement to share risk with the CCOs for 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**

DOM will develop monthly capitation payments that vary by age to reflect the difference in expected cost by age

- Age 1 – 5 years
- Age 6 – 20 years
- Age 21 years and older

• **Regional/geographic payments**

DOM will consider offering regional payments to better reflect CCO enrollment for CCOs that enroll a disproportionate number of members from high-cost or low-cost regions of the state.

1.4.2.2 Development of Prepaid Capitated Payments

In general, the capitation payments will be developed using the most recent fee-for-service data for the eligible populations ~~from state fiscal years 2007 and 2008~~ and the following adjustments:

- Utilization trend
- Unit cost trend
- Medicaid program changes
- Incurred but not reported claims and third party liability recoveries
- Coordinated care savings
- CCO administrative allowance

Rates to be prepaid to the contractors for the provision of all services will be determined by DOM and negotiable only at the discretion of the DOM. Therefore, there will be no need for the CCOs to submit a cost proposal when submitting their response.

In the event any change occurs in federal law, federal regulations, state law, state regulations, state policies, or state Medicaid plan coverage, and DOM determines that these changes impact materially on pricing, DOM reserves the right to amend rates paid to contractors. The failure of a CCO to meet these required changes will exclude such CCO from further consideration for contract award. All proposals shall be based upon the provisions of federal and state laws and regulations and DOM's approved Medicaid State Plan coverage in effect on the issuance date of this RFP, unless this RFP is amended in writing to include changes prior to the closing date for receipt of proposals.

1.4.3 MAJOR PROGRAM ELEMENTS

1.4.3.1 Benefits

A comprehensive package of services will be provided by the CCOs that include, at a minimum, the current Mississippi Medicaid benefits. CCOs are restricted from requiring its membership to utilize a pharmacy that ships, mails, or delivers drugs or devices. CCOs will not be responsible for behavioral health services. However, psychotropic medications will be provided by CCOs because many of these medications are prescribed by primary care physicians. Non-emergency transportation will continue to be provided by DOM's current contractor.

The CCOs must schedule appointments with the selected medical home for any new member within 90 days of enrollment. The CCOs must require members to have a wellness physical exam annually. This will ensure that the CCO has a baseline of member's health status, allowing CCOs to measure change and coordinate care appropriately by developing a health and wellness plan and intervention.

1.4.3.2 Administrative Services

CCOs will be required to demonstrate that they have the 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 DOM, including collecting and pursuing third party liability payments.

CCOs will be required to operate both member and provider call centers. The member call center must be available to members 24 hours a day, seven days a week. The provider call center must operate during normal business hours.

CCOs will be responsible for processing claims in a timely manner. DOM will establish minimum standards for financial and administrative accuracy and for timeliness of processing; these standards will be no less than the standards currently in place for the Medicaid fee-for-service program. CCOs will be required to submit complete encounter data to DOM that meets federal requirements and allows DOM to monitor the program. CCOs that do not meet standards will be penalized.

CCOs will be responsible for maintaining an Administrative Office within 15 miles of the Division of Medicaid's High Street location in Jackson, MS. This office must have space for DOM staff to work and that space must include at a minimum the following:

- A private office with a door that locks
- A desk and desk chair
- A computer with a printer
- A fax machine
- A phone
- A bookcase
- A file cabinet that locks
- Internet access

1.4.3.3 Provider Network

The "provider network" is the panel of health service providers with which the CCO contracts for the provision of covered services to members. All CCO contracted providers must also be enrolled in the Mississippi Medicaid program. CCOs will be required to recruit 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, CCOs will be required to contract with all FQHCs and RHCs. The access standards for the provider network

will require the CCO to insure that for primary care services members travel no more than 60 minutes or 60 miles in the rural regions and 30 minutes or 30 miles in the urban regions.

CCOs will be required to pay network providers no less than the rates paid by Mississippi DOM.

As access to non-hospital based emergency care is an issue of concern, CCOs will be required to include non-hospital urgent and emergent care providers in their networks.

Provider networks will be approved by DOM prior to implementation by the CCOs.

1.4.3.4 Care Management

The CCOs are expected to participate as partners with providers and members in arranging for the delivery of health care services that improve health status in a cost effective way. DOM expects CCOs to connect members to a medical home and implement comprehensive care management programs for the targeted populations. Care management will include a method to coordinate services with behavioral health providers, social services agencies and out-of-state providers to improve care and quality outcomes.

CCOs will be required to develop disease management programs that focus on diseases that are chronic or very high cost including but not limited to diabetes, asthma, hypertension, obesity, congestive heart disease, hemophilia, and organ transplants, ~~and improved birth outcomes.~~

All plans will be expected to have comprehensive health education programs. At a minimum, health education programs are expected to support disease management programs and obesity.

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

The members enrolled in the CCO shall have the choice of selecting a medical home.

All case management programs, including criteria and procedures, will be reviewed by DOM prior to implementation by the CCOs. If the CCOs are prior authorizing services the policies and procedures for that process must be approved by DOM prior to implementation.

1.4.3.5 Quality Assurance

CCO's quality assurance programs should assess actual performance to ensure that members 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 assurance program and therefore will be included.

CCO's quality assurance programs are expected to 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, identify performance improvement opportunities, and create member and provider profiles.

CCOs will commit to supporting the use of electronic medical records in provider offices to promote efficient coordinated care that will ultimately result in improved outcomes.

The quality assurance program, including criteria and procedures will be approved by DOM prior to implementation by the CCO.

1.4.4 CONTRACT COMPLIANCE AND MONITORING

1.4.4.1 Contract Compliance

DOM will assess the performance of the selected CCOs prior to and after ~~the October 2009~~ implementation.

DOM will complete readiness reviews of CCOs prior to implementation of MississippiCAN ~~on October 1, 2009~~. This includes evaluation of all CCOs' program components including IT, administrative services and medical management. Each readiness review will be performed on site at CCOs' administrative offices.

DOM will ensure that MississippiCAN conforms to ~~4915(b) federal waiver~~ federal and state requirements as listed below.

- Program Impact – choice, marketing, enrollment/disenrollment, program integrity, information to members, and grievance systems
- Access – timely access, PCP/specialist capacity, and coordination and continuity of care
- Quality – coverage and authorization, provider selection, and quality of care

1.4.4.2 Contract Monitoring

DOM will monitor the performance of the CCOs against contract requirements in periodic reviews. The reviews will encompass all aspects of the program, including waiver requirements and financial expectations.

DOM will closely monitor the financial performance of contractors. DOM will require CCOs to submit quarterly and annual reports that will allow DOM to assess CCOs' claims reserves and overall financial soundness.

DOM will require quarterly reports on claims processing and encounter submission. DOM will impose penalties for failure to meet established standards.

When DOM establishes that a CCO is out of compliance with any of the above monitoring activities, the CCO will be required to provide corrective action plans to ensure that the goals of the program will be met and DOM will levy penalties commiserate with the offense, at its discretion.

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.

1.5 PROCUREMENT APPROACH

The major steps of the procurement approach are described in detail in Section 4 of this RFP. The format and content of Offeror proposals are each specified in Sections 5 of this RFP.

1.6 ACCURACY OF STATISTICAL DATA

All statistical information provided by DOM in relation to this RFP represents the best and most accurate information available to DOM from DOM records at the time of the RFP preparation. DOM, however, disclaims any responsibility for the inaccuracy of such data and 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. Statistical information is included in the data book attached to this RFP. The data book will be provided with the final RFP and will include information such as:

1. Summaries of the number of services, expenditures, utilization per 1,000 beneficiaries, and monthly per capita cost for each rate cell, fiscal year, and geographic area
2. Provider fee schedules
3. Summaries of potential enrollment by rate cell and county
4. List of Medicaid program changes

1.7 ELECTRONIC AVAILABILITY

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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 or found on the DOM website at www.medicaid.ms.gov.

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

2 MISSISSIPPI MEDICAID PROGRAM INTRODUCTION

2.1 OVERVIEW

2.1.1 Summary of the Administration

Medicaid is a program of medical assistance for the needy administered by the states using state appropriated funds and federal matching funds within the provisions of Title XIX and Title XXI of the Social Security Act as amended. In Mississippi, the Medicaid program began on January 1, 1970. The program is administered in Mississippi by the Division of Medicaid, Office of the Governor by authority of Section 43-13-101 et seq. of the Mississippi Code of 1972. As of July 1, 1981, the Mississippi Legislature mandated that Medicaid eligibility determinations for the aged, blind and disabled categories be changed to Supplemental Security Income (SSI) determination under Section 1634 of the Social Security Act.

2.1.2 Services of the Mississippi Program

The services listed below are covered by Mississippi Medicaid.

2.1.2.1 Federally Mandated Covered Services:

- EPSDT and Expanded EPSDT Services
- Family Planning Services
- Federally Qualified Health Centers Services
- Home Health Services
- Inpatient Hospital Services
- Laboratory and X-Ray Services
- Nurse Midwife Services
- Nurse Practitioner Services (Pediatric and Family)
- Nursing Facility Services
- Outpatient Hospital Services
- Physicians Services
- Rural Health Clinic Services
- Transportation Services

2.1.2.2 State Covered Optional Services:

- Ambulatory Surgical Center Services
- Chiropractic Services
- Christian Science Sanatoria Services
- Dental Services
- Disease Management Services
- Durable Medical Equipment
- Eyeglasses
- Freestanding Dialysis Center Services
- Hospice Services
- Intermediate Care Facilities for the Mentally Retarded (ICF/MR) Services
- Inpatient Psychiatric Services
- Mental Health Services
- Pediatric Skilled Nursing Services
- Podiatrist Services
- Prescription Drugs
- Psychiatric Residential Treatment Facilities Services
- State Department of Health Clinic Services
- Targeted Case Management Services for Children with Special Needs

2.1.2.3 Waiver Program Services:

- Home and Community Based Services (HCBS) for the Elderly and Disabled
- HCBS for the Mentally Retarded/Developmentally Disabled
- HCBS for the Independent Living
- HCBS for Assisted Living
- HCBS for TBI/Spinal Cord Injury
- Healthier Mississippi 1115 Waiver
- Family Planning 1115 Waiver

CCOs will be required to provide the above services except non-emergent transportation, mental health services, and services provided to members enrolled in other waiver programs which are carved out and paid by Mississippi Medicaid fee-for-service.

2.2 DOM Organization and Policies

Additional information concerning DOM organization, functions, and policies can be found on the DOM website www.medicaid.ms.gov

2.3 DOM Annual Report

The DOM Annual Report Summary provides information on member enrollment, program funding and expenditures broken down by types of services covered in the Mississippi Medicaid program for the respective fiscal years. The Annual Reports are available on the DOM web site www.medicaid.ms.gov

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3 TERMS AND CONDITIONS

3.1 GENERAL

The contract between the State of Mississippi and the Contractor shall consist of 1) the contract and any amendments thereto; 2) this request for proposals (RFP) and any amendments thereto; 3) the Contractor's proposal submitted in response to the RFP by reference and as an integral part of this contract; 4) written questions and answers. In the event of a conflict in language among the four documents referenced above, the provisions and requirements set forth and/or referenced in the contract and its amendments shall govern. In the event that an issue is addressed in one document that is not addressed in another document, no conflict in language shall be deemed to occur.

However, DOM reserves the right to clarify any contractual relationship in writing, and such written clarification shall govern in case of conflict or ambiguity with the applicable requirements stated in the RFP or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the RFP and its amendments shall govern.

The contract shall be governed by the applicable provisions of the Personal Service Contract Review Board Regulations, a copy of which is available at 301 North Lamar Street, Jackson, Mississippi, for inspection or on the web at www.spb.state.ms.us .

No modification or change of any provision in the contract shall be made, or construed to have been made, unless such modification or change is mutually agreed upon in writing by the Contractor and DOM. The agreed upon modification or change will be incorporated as a written contract amendment and processed through DOM for approval prior to the effective date of such modification or change. In some instances, the contract amendment must be approved by CMS before the change becomes effective.

The only representatives authorized to modify this contract on behalf of DOM and the Contractor are shown below:

Contractor: Person(s) designated by the Contractor

Division of Medicaid: Executive Director

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

DOM reserves the right to assess actual or liquidated damages, upon the Contractor's failure to provide timely services required pursuant to this contract. Actual or liquidated damages for failure to meet specific performance standards as set forth in the scope of work may be assessed as specifically set forth in each performance standard. The Contractor shall be given 15 days notice to respond before DOM makes the assessment. The assessments will be offset against the subsequent monthly payments to the Contractor. Assessment of any actual or liquidated damages does not waive any other remedies available to DOM pursuant to this contract or state or federal law. If liquidated damages are known to be insufficient then DOM has the right to pursue actual damages.

If the Contractor's failure to perform satisfactorily exposes DOM to the likelihood of contracting with another person or entity to perform services required of the Contractor under this contract, upon notice setting forth the services and retainage, DOM may withhold from the Contractor payments in an amount commensurate with the costs anticipated to be incurred. If costs are incurred, DOM shall account to the Contractor and return any excess to the Contractor. If the retainage is not sufficient, the Contractor shall immediately reimburse DOM the difference or DOM may offset from any payments due the Contractor. The Contractor will cooperate fully with the retained Contractor and provide any assistance it needs to implement the terms of its agreement for services for retainage.

3.3 TERM OF CONTRACT

DOM will award a Contract based on proposals. The Contract period begins the day the contract is executed by both parties and will be in effect for two years with the option to renew for up to two additional one year periods.

3.3.1 Stop Work Order

1. Order to Stop Work - The DOM Contract Administrator may, by written order to the Contractor at any time and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to the Contractor, unless the parties agree to an extension. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, the Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allowable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within an extension to which the parties shall have agreed, the Contract Administrator shall either
 - a. Cancel the stop work order; or
 - b. Terminate the work covered by such order as provided in the "Termination for Default Clause" or the "Termination for Convenience Clause" of this contract.
2. Cancellation or Expiration of the Order - If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the contract shall be modified in writing accordingly, only if
 - a. The stop work order or extension results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 - b. The Contractor asserts a claim for such an adjustment within 30 days after the end of the stop work order or extension.
3. Termination of Work - If a stop work order or extension is not canceled and the work covered by such stop work order or extension is terminated for default or convenience, adjustment to the contract price will be negotiated between DOM and the Contractor.

3.3.2 Termination of Contract

The Contract resulting from this RFP may be terminated by DOM as follows:

1. For default by the Contractor
2. For convenience
3. For the Contractor's bankruptcy, insolvency, receivership, liquidation
4. For non-availability of funds

At DOM's option, termination for any reason listed herein may also be considered termination for convenience.

3.3.2.1 Termination for Default by the Contractor

DOM may immediately terminate this contract in whole or in part whenever DOM determines that the Contractor has failed to satisfactorily perform its contractual duties and responsibilities and is unable to resolve such failure within a period of time specified by DOM, after considering the gravity and nature of the default. Such termination shall be referred to herein as "Termination for Default."

Upon determination by DOM of any such failure to satisfactorily perform its contractual duties and responsibilities, DOM may notify the Contractor of the failure and establish a reasonable time period in which to resolve such failure. If the Contractor does not resolve the failure within the specified time period, DOM will notify the Contractor that the contract in full or in part has been terminated for default. Such notices shall be in writing and delivered to the Contractor by certified mail, return receipt requested, or in person.

If, after Notice of Termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or make progress in performance was due to causes beyond the control and without error or negligence on the part of the Contractor or any subcontractor, the Notice of Termination shall be deemed to have been issued as a termination for the convenience of DOM, and the rights and obligations of the parties shall be governed accordingly.

In the event of Termination for Default, in full or in part as provided by this clause, DOM may procure, upon such terms and in such manner as DOM may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to DOM for any excess costs for such similar supplies or services for the remainder of the contract period. In addition, the Contractor shall be liable to DOM for administrative costs incurred by DOM in procuring such similar supplies or services.

In the event of a termination for default, the Contractor shall be paid for those deliverables which the Contractor has delivered to DOM. Payments for completed deliverables delivered to and accepted by DOM shall be at the contract price.

The rights and remedies of DOM provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

3.3.2.2 Termination for Convenience

DOM may terminate performance of work under the contract in whole or in part whenever for any reason DOM shall determine that such termination is in the best interest of DOM.

In the event that DOM elects to terminate the contract pursuant to this provision, it shall notify the Contractor by certified mail, return receipt requested, or delivered in person. Termination shall be effective as of the close of business on the date specified in the notice, which shall be at least 30 days from the date of receipt of the notice by the Contractor.

Upon receipt of Notice of Termination for convenience, the Contractor shall be paid the following:

- The contract price(s) for completed deliverables delivered to and accepted by DOM;
- A price commensurate with the actual cost of performance for partially completed deliverables.

3.3.2.3 Termination for the Contractor Bankruptcy

In the event that the Contractor shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets, or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of the rights of creditors, DOM may, at its option, terminate this contract in whole or in part.

In the event DOM elects to terminate the contract under this provision, it shall do so by sending Notice of Termination to the Contractor by certified mail, return receipt requested, or delivered in person. The date of termination shall be the close of business on the date specified in such notice to the Contractor. In the event of the filing of a petition in bankruptcy by or against a principal subcontractor, the Contractor shall immediately so advise DOM.

The Contractor shall ensure and shall satisfactorily demonstrate to DOM that all tasks related to the subcontract are performed in accordance with the terms of this contract

3.3.2.4 Availability of Funds

It is expressly understood and agreed that the obligation of the DOM to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide or the State of Mississippi to appropriate funds, or the discontinuance, or material alteration of the program under which the funds were provided or if funds are not otherwise available to the State, the State shall have the right upon 10 working days written notice to the Contractor, to terminate this agreement without damage, penalty, cost, or expense to the State of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

3.3.3 Procedure on Termination

3.3.3.1 Contractor Responsibilities

Upon delivery by certified mail, return receipt requested, or in person to the Contractor a Notice of Termination specifying the nature of the termination, the extent to which performance of work under the contract is terminated, and the date upon which such termination becomes effective, the Contractor shall:

1. Stop work under the contract on the date and to the extent specified in the Notice of Termination;
2. Place no further orders or subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work in progress under the contract until the effective date of termination;
3. Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
4. Deliver to DOM within the time frame as specified by DOM in the Notice of Termination, copies of all data and documentation in the appropriate media and make available all records required to assure continued delivery of services to members and providers at no cost to DOM;
5. Complete the performance of the work not terminated by the Notice of Termination;
6. Take such action as may be necessary, or as DOM may direct, for the protection and preservation of the property related to the contract which is in the possession of the Contractor and in which DOM has or may acquire an interest;
7. Fully train DOM staff or other individuals at the direction of DOM in the operation and maintenance of the process;
8. Promptly transfer all information necessary for the reimbursement of any outstanding claims; and
9. Complete each portion of the Turnover Phase after receipt of the Notice of Termination. The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any allowable delay in determining or adjusting the amount of any item of reimbursable price under this clause.

The Contractor has an absolute duty to cooperate and help with the orderly transition of the duties to DOM or its designated contractor following termination of the contract for any reason.

3.3.3.2 DOM Responsibilities

Except for Termination for Contractor Default, DOM will make payment to the Contractor on termination and at contract price for completed deliverables delivered to and accepted by DOM. The Contractor shall be reimbursed for partially completed deliverables at a price commensurate with actual cost of performance.

In the event of the failure of the Contractor and DOM to agree in whole or in part as to the amounts to be paid to the Contractor in connection with any termination described in this RFP, DOM shall determine on the basis of information available the amount, if any, due to the Contractor by reason of termination and shall pay to the Contractor the amount so determined.

The Contractor shall have the right of appeal, as stated under Disputes (Paragraph 3.9.6) from any such determination made by DOM.

3.3.4 Assignment of the Contract

The Contractor shall not sell, transfer, assign, or otherwise dispose of the contract or any portion thereof or of any right, title, or interest therein without written consent of DOM. Any such purported assignment or transfer not in compliance with this paragraph shall be void. If approved, any assignee shall be subject to all terms and conditions of this contract. No approval by DOM of any assignment may be deemed to obligate DOM beyond the provisions of this contract. This provision includes reassignment of the contract due to change in ownership of the Contractor. DOM shall at all times be entitled to assign or transfer its rights, duties, and/or obligations under this contract to another governmental agency in the State of Mississippi upon giving prior written notice to the Contractor.

3.3.5 Excusable Delays

The Contractor and DOM shall be excused from performance under this contract for any period that they are prevented from performing any services under this Contract as a result of an act of God, war, civil disturbance, epidemic, court order, government act or omission, or other cause beyond their reasonable control.

3.3.6 Applicable Law

The contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of laws 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.

3.4 NOTICES

Whenever, under this RFP, one party is required to give notice to the other, except for purposes of Notice of Termination under Paragraph 3.3, such notice shall be deemed given upon delivery, if delivered by hand, or upon the date of receipt or refusal, if sent by registered or certified mail, return receipt requested or by other carriers that require signature upon receipt. Notice may be delivered by facsimile transmission, with original to follow by certified mail, return receipt requested, or by other carriers that require signature upon receipt, and shall be deemed given upon transmission and facsimile confirmation that it has been received. Notices shall be addressed as follows:

In case of notice to the Contractor:

Project Manager
Contractor
Street Address
City, State Zip Code

In case of notice to DOM:

Executive Director
Division of Medicaid
Walter Sillers Building, Suite 1000
550 High Street
Jackson, Mississippi 39201

Copy to Contract Administrator, DOM

3.5 SUBCONTRACTING

The Contractor is solely responsible for fulfillment of the Contract terms with DOM. DOM will make Contract payments only to the Contractor.

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of DOM. The Contractor shall notify DOM not less than thirty (30) days in advance of its desire to subcontract and include a copy of the proposed subcontract with the proposed subcontractor and a copy of the contractor's subcontractor oversight plan.

Approval of any subcontract shall neither obligate DOM nor the State of Mississippi as a party to that subcontract nor create any right, claim, or interest for the subcontractor against the State of Mississippi or DOM, their agents, their employees, their representatives, or successors.

Any subcontract shall be in writing and shall contain provisions such that it is consistent with the Contractor's obligations pursuant to this Contract.

The Contractor shall be solely responsible for the performance of any subcontractor under such subcontract approved by DOM.

The Contractor shall give DOM immediate written notice by certified mail, facsimile, or any other carrier that requires signature upon receipt of any action or suit filed and prompt notice of any claim made against the Contractor or Contractor which in the opinion of the Contractor may result in litigation related in any way to the Contract with DOM.

3.6 PROPRIETARY RIGHTS

3.6.1 Ownership of Documents

Where activities supported by this contract produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, DOM shall have the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others do so. If the material is qualified for copyright, the Contractor may copyright such material, with approval of DOM, but DOM shall reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

3.6.2 Ownership of Information and Data

DOM, The Department of Health and Human Services (DHHS), The Centers for Medicare and Medicaid Services (CMS), the State of Mississippi, and/or their agents shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under any contract resulting from this RFP.

The Contractor agrees to grant in its own behalf and on behalf of its agents, employees, representatives, assignees, and contractors to DOM, DHHS, CMS and the State of Mississippi and to their officers, agents, and employees acting in their official capacities a royalty-free, non-exclusive, and irrevocable license throughout the world to publish, reproduce, translate, deliver, and dispose of all such information now covered by copyright of the proposed Contractor.

Excluded from the foregoing provisions in this Section 3.7.2, however, are any pre-existing, proprietary tools owned, developed, or otherwise obtained by Contractor independently of this Contract. Contractor is and shall remain the owner of all rights, title and interest in and to the Proprietary Tools, including all copyright, patent, trademark, trade secret and all other proprietary rights thereto arising under federal and state law, and no license or other right to the Proprietary Tools is granted or otherwise implied. Any right that the DOM may have with respect to the Proprietary Tools shall arise only pursuant to a separate written agreement between the parties.

3.6.3 Public Information

Offerors must bind separately those provisions of the proposal which contain trade secrets or other proprietary data which they believe may remain confidential in accordance with Sections 25-61-9 and 79-23-1, et seq. of the Mississippi Code Annotated of 1972, as amended.

3.6.4 Right of Inspection

DOM, the Mississippi Department of Audit, the Department of Health and Human Services (DHHS), the Centers for Medicare and Medicaid Services (CMS), the Office of Inspector General (OIG), the General Accounting Office (GAO), or any other auditing agency prior-approved by DOM, or their authorized representative shall, at all reasonable times, have the right to enter onto the Contractor's premises, or such other places where duties under this contract are being performed, to inspect, monitor, or otherwise evaluate (including periodic systems testing) the work being performed. The Contractor must provide access to all facilities and assistance to all entities noted in this paragraph. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. Refusal by the Contractor to allow access to all documents, papers, letters or other materials, shall constitute a breach of contract. All audits performed by persons other than DOM staff will be coordinated through DOM and its staff.

3.6.5 Licenses, Patents and Royalties

DOM does not tolerate the possession or use of unlicensed copies of proprietary software. The Contractor shall be responsible for any penalties or fines imposed as a result of unlicensed or otherwise defectively titled software.

The Contractor, without exception, shall indemnify, save, and hold harmless DOM and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process, or article manufactured by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon DOM's alteration of the article. DOM will provide prompt written notification of a claim of copyright or patent infringement.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for DOM the right to continue use of, replace or modify the article to render it non-infringing. If none of the alternatives is reasonably available, the Contractor agrees to take back the article and refund the total amount DOM has paid the Contractor under this contract for use of the article.

If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposed prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

3.6.6 Records Retention Requirements

The Contractor shall maintain detailed records evidencing all expenses incurred pursuant to the Contract, the provision of services under the Contract, and complaints, for the purpose of audit and evaluation by the Agency and other federal or State personnel. All records, including training records, pertaining to the Contract must be readily retrievable within three (3) workdays for review at the request of the Agency and its authorized representatives. All records shall be maintained and available for review by authorized federal and State personnel during the entire term of the Contract and for a period of five (5) years thereafter, unless an audit is in progress. When an audit is in progress or audit findings are unresolved, records shall be kept for a period of five (5) years or until all issues are finally resolved, whichever is later.

3.7 REPRESENTATION REGARDING CONTINGENT FEES

The Contractor represents by executing this contract that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

3.8 INTERPRETATIONS/CHANGES/DISPUTES

In the event of a conflict in language among any of the components of the contract, the RFP shall govern. DOM reserves the right to clarify any contractual relationship in writing and such clarification will govern in case of conflict with the requirements of the RFP. Any ambiguity in the RFP shall be construed in favor of DOM.

The contract represents the entire agreement between the Contractor and DOM and it supersedes all prior negotiations, representations, or agreements, either written or oral between the parties hereto relating to the subject matter hereof.

3.8.1 Conformance with Federal and State Regulations

The Contractor shall be required to conform to all federal and state laws, regulations, and policies as they exist or as amended.

In the event that the Contractor requests that the Executive Director of DOM or his/her designee issue policy determinations or operating guidelines required for proper performance of the contract, DOM shall do so in a timely manner. The Contractor shall be entitled to rely upon and act in accordance with such policy determinations and operating guidelines unless the Contractor acts negligently, maliciously, fraudulently, or in bad faith.

3.8.2 Waiver

No covenant, condition, duty, obligation, or undertaking contained in or made a part of this contract will be waived except by the written agreement of the parties, and forbearance or indulgence in any other form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the party to which the same may apply; and until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, the other party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

3.8.3 Contract Variations

If any provision of the contract (including items incorporated by reference) is declared or found to be illegal, unenforceable, or void, then both DOM and the Contractor shall be relieved of all obligations arising under such provision; if the remainder of the contract is capable of performance, it shall not be affected by such declaration or funding and shall be fully performed.

3.8.4 Headings

The headings used throughout the contract are for convenience only and shall not be resorted to for interpretation of the contract.

3.8.5 Change Orders and/or Amendments

The Executive Director of DOM or designated representative may, at any time, by written order delivered to the Contractor at least thirty (30) days prior to the commencement date of such change, make administrative changes within the general scope of the contract. If any such change causes an increase or decrease in the cost of the performance of any part of the work under the contract an adjustment commensurate with the costs of performance under this contract shall be made in the contract price or delivery schedule or both. Any claim by the Contractor for equitable adjustment under this clause must be asserted in writing to DOM within thirty (30) days from the date of receipt by the Contractor of the notification of change. Failure to agree to any adjustment shall be a dispute within the meaning of the Dispute Clause of this Contract. Nothing in this case, however, shall in any manner excuse the Contractor from proceeding diligently with the contract as changed.

If the parties are unable to reach an agreement within thirty (30) days of DOM receipt of the Contractor's cost estimate, the Executive Director of DOM shall make a determination of the revised price, and the Contractor shall proceed with the work according to a schedule approved by DOM subject to the Contractor's right to appeal the Executive Director's determination of the price pursuant to the Disputes Section. Nothing in this clause shall in any manner excuse the Contractor from proceeding diligently with the contract as changed.

3.8.6 Disputes

Any dispute concerning the contract which is not disposed of by agreement shall be decided by the Executive Director of DOM who shall reduce such decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Executive Director shall be final and conclusive unless within thirty (30) days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the Attorney General a written request to render an interpretation addressed to the Office of the Attorney General, Gartin Justice Building, Jackson, Mississippi 39205. The interpretation of the Attorney General or his duly authorized representative shall be final and conclusive. The Contractor and DOM shall be afforded an opportunity to be heard and to offer evidence in support of their interpretations. Nothing in this paragraph shall be construed to relieve the Contractor of full and diligent performance of the contract.

3.8.7 Cost of Litigation

In the event that DOM deems it necessary to take legal action to enforce any provision of the contract, the Contractor shall bear the cost of such litigation, as assessed by the court, in which DOM prevails. Neither the State of Mississippi nor DOM shall bear any of the Contractor's cost of litigation for any legal actions initiated by the Contractor against DOM regarding the provisions of the contract. Legal action shall include administrative proceedings.

3.8.8 Attorney Fees

The Contractor agrees to pay reasonable attorney fees incurred by the State and DOM in enforcing this agreement or otherwise reasonably related thereto.

3.9 INDEMNIFICATION

The Contractor agrees to indemnify, defend, save, and hold harmless DOM, the State of Mississippi, their officers, agents, employees, representatives, assignees, and contractors from any and all claims and losses accruing or resulting to any and all the Contractor employees, agents, subcontractors, laborers, and any other person, association, partnership, entity, or corporation furnishing or supplying work, services, materials, or supplies in connection with performance of this contract, and from any and all claims and losses accruing or resulting to any such person, association, partnership, entity, or corporation who may be injured, damaged, or suffer any loss by the Contractor in the performance of the contract.

The Contractor agrees to indemnify, defend, save, and hold harmless DOM, the State of Mississippi, their officers, agents, employees, representatives, assignees, and contractors against any and all liability, loss, damage, costs or expenses which DOM may sustain, incur or be required to pay: 1.) by reason of any person suffering personal injury, death or property loss or damage of any kind either while participating with or receiving services from the Contractor under this contract, or while on premises owned, leased, or operated by the Contractor or while being transported to or from said premises in any vehicle owned, operated, leased, chartered, or otherwise contracted for or in the control of the Contractor or any officer, agent, or employee thereof; or 2.) by reason of the Contractor or its employee, agent, or person within its scope of authority of this contract causing injury to, or damage to the person or property of a person including but not limited to DOM or the Contractor, their employees or agents, during any time when the Contractor or any officer, agent, employee thereof has undertaken or is furnishing the services called for under this contract.

The Contractor agrees to indemnify, defend, save, and hold harmless DOM, the State of Mississippi, their officers, agents, employees, representatives, assignees, and contractors against any and all liability, loss, damages, costs or expenses which DOM or the State may incur, sustain or be required to pay by reason of the Contractor, its employees, agents or assigns: 1.) failing to honor copyright, patent or licensing rights to software, programs or technology of any kind in providing services to DOM, or 2.) breaching in any manner the confidentiality required pursuant to federal and state law and regulations.

The Contractor agrees to indemnify, defend, save, and hold harmless DOM, the State of Mississippi, their officers, agents, employees, representatives, assignees, and contractors from all claims, demands, liabilities, and suits of any nature whatsoever arising out of the contract because of any breach of the contract by the Contractor, its agents or employees, including but not limited to any occurrence of omission or commission or negligence of the Contractor, its agents or employees.

If in the reasonable judgment of DOM a default by the Contractor is not so substantial as to require termination and reasonable efforts to induce the Contractor to cure the default are unsuccessful and the default is capable of being cured by DOM or by another resource without unduly interfering with the continued performance of the Contractor, DOM may provide or procure such services as are reasonably necessary to correct the default. In such event, the Contractor shall reimburse DOM for the reasonable cost of those services. DOM may deduct the cost of those services from the Contractor's monthly administrative invoices. The Contractor shall cooperate with DOM or those procured resources in allowing access to facilities, equipment, data or any other Contractor resources to which access is

required to correct the default. The Contractor shall remain liable for ensuring that all operational performance standards remain satisfied.

3.9.1 No Limitation of Liability

Nothing in this contract shall be interpreted as excluding or limiting any liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor, or for damages incurred in the negligent performance of duties by the Contractor, or for the delivery by the Contractor of products that are defective, or for breach of contract or any other duty by the Contractor. Nothing in the contract shall be interpreted as waiving the liability of the Contractor for consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense related to the Contractor's conduct or performance under this contract.

3.10 STATUS OF THE CONTRACTOR

3.10.1 Independent Contractor

It is expressly agreed that the Contractor is an independent Contractor performing professional services for DOM and is not an officer or employee of the State of Mississippi or DOM. It is further expressly agreed that the contract shall not be construed as a partnership or joint venture between the Contractor and DOM.

The Contractor shall be solely responsible for all applicable taxes, insurance, licensing and other costs of doing business. Should the Contractor default on these or other responsibilities jeopardizing the Contractor's ability to perform services effectively, DOM, in its sole discretion, may terminate this contract.

The Contractor shall not purport to bind DOM, its officers or employees nor the State of Mississippi to any obligation not expressly authorized herein unless DOM has expressly given the Contractor the authority to do so in writing.

The Contractor shall give DOM immediate notice in writing of any action or suit filed, or of any claim made by any party which might reasonably be expected to result in litigation related in any manner to this contract or which may impact the Contractor's ability to perform.

No other agreements of any kind may be made by the Contractor with any other party for furnishing any information or data accumulated by the Contractor under this contract or used in the operation of this program without the written approval of DOM. Specifically, DOM reserves the right to review any data released from reports, histories, or data files created pursuant to this Contract.

In no way shall the Contractor represent itself directly or by inference as a representative of the State of Mississippi or the Division of Medicaid except within the confines of its role as a contractor for the Division of Medicaid. DOM's approval must be received in all instances in which the Contractor distributes publications, presents seminars, presents workshops, or performs any other outreach.

The Contractor shall not use DOM's name or refer to the contract directly or indirectly in any advertisement, news release, professional trade or business presentation without prior written approval from DOM.

3.10.2 Employment of DOM Employees

The Contractor shall not knowingly engage on a full-time, part-time, or other basis during the period of the contract, any professional or technical personnel who are or have been at any time during the period of the contract in the employ of DOM, without the written consent of DOM. Further, the Contractor shall not knowingly engage in this project, on a full-time, part-time, or other basis during the period of the contract, any former employee of DOM who has not been separated from the agency for at least one year, without the written consent of DOM.

The Contractor shall give priority consideration to hiring interested and qualified adversely affected State employees at such times as requested by DOM to the extent permitted by this contract or state law.

3.10.3 Conflict of Interest

No official or employee of DOM and no other public official of the State of Mississippi or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. A violation of this provision shall constitute grounds for termination of this contract. In addition, such violation will be reported to the State Ethics Commission, Attorney General, and appropriate federal law enforcement officers for review.

The Contractor covenants that it 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 its services hereunder. The Contractor further covenants that in the performance of the contract no person having any such known interests shall be employed including subsidiaries or entities that could be misconstrued as having a joint relationship, and to employment by the Contractor of immediate family members of Medicaid providers.

3.10.4 Personnel Practices

All employees of the Contractor involved in the Medicaid function will be paid as any other employee of the Contractor who works in another area of their organization in a similar position. The Contractor shall develop any and all methods to encourage longevity in Contractor's staff assigned to this contract.

Employees of the Contractor shall receive all benefits afforded to other similarly situated employees of the Contractor.

The Contractor must agree to sign the Drug Free Workplace Certificate (Exhibit 1).

3.10.5 No Property Rights

No property rights inure to the Contractor except for compensation for work that has already been performed.

3.11 EMPLOYMENT PRACTICES

The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, gender, national origin, age, marital status, political affiliations, or disability. The Contractor must act affirmatively to ensure that employees, as well as applicants for employment, are treated without discrimination because of their race, color, religion, gender, national origin, age, marital status, political affiliation, or disability.

Such action shall include, but is not limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices setting forth the provisions of this clause.

The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, age, marital status, political affiliation, or disability, except where it relates to a bona fide occupational qualification or requirement.

The Contractor shall comply with the non-discrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and

regulations prescribed by the Secretary of Labor and with Title 41, Code of Federal Regulations, Chapter 60. The Contractor shall comply with related state laws and regulations, if any.

The Contractor shall comply with the Civil Rights Act of 1964, and any amendments thereto, and the rules and regulations thereunder, and Section 504 of Title V of the Rehabilitation Act of 1973, as amended.

If DOM finds that the Contractor is not in compliance with any of these requirements at any time during the term of this contract, DOM reserves the right to terminate this contract or take such other steps as it deems appropriate, in its sole discretion, considering the interests and welfare of the State.

3.12 BUSINESS RISK MANAGEMENT

The Contractor may insure any portion of the risk under the provision of the contract based upon the Contractor's ability (size and financial reserves included) to survive a series of adverse experiences, including withholding of payment by DOM, or imposition of penalties by DOM.

3.12.1 Workers' Compensation

The Contractor shall take out and maintain, during the life of this contract, workers' compensation insurance for all employees employed at the project in Mississippi. Such insurance shall fully comply with the Mississippi Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workers' Compensation Statute, the Contractor shall provide adequate insurance satisfactory for protection of his or her employees not otherwise protected.

3.12.2 Liability

The Contractor shall ensure that professional staff and other decision making staff shall be required to carry professional liability insurance in an amount commensurate with the professional responsibilities and liabilities under the terms of this RFP.

The Contractor shall obtain, pay for and keep in force during the contract period general liability insurance against bodily injury or death in an amount commensurate with the responsibilities and liabilities under the terms of this RFP; and insurance against property damage and fire insurance including contents coverage for all records maintained pursuant to this contract in an amount commensurate with the responsibilities and liabilities under the terms of this RFP. The Contractor shall furnish to DOM certificates evidencing such insurance is in effect on the first working day following contract signing.

3.12.3 Reinsurance for high cost claims

The Contractor may insure any portion of the risk under the provision of the contract based upon the Contractor's ability (size and financial reserves included) to survive a series of adverse experiences, including withholding of payment by DOM, or imposition of penalties by DOM.

3.13 CONFIDENTIALITY OF INFORMATION

3.13.1 Confidentiality of Member Information

All information as to personal facts and circumstances concerning Medicaid members obtained by the Contractor shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of DOM and the written consent of the enrolled member, his attorney, or his responsible parent or guardian, except as may be required by DOM.

The use or disclosure of information concerning members shall be limited to purposes directly connected with the administration of the contract.

All of the Contractor officers and employees performing any work for or on the contract shall be instructed in writing of this confidentiality requirement and required to sign such a document upon employment and annually thereafter.

The Contractor shall notify DOM promptly of any unauthorized possession, use, knowledge or attempt thereof, of DOM's data files or other confidential information. The Contractor shall promptly furnish DOM full details of the attempted unauthorized possession, use or knowledge, and assist in investigating or preventing the recurrence thereof.

3.13.2 Confidentiality of Proposals and Contract Terms

After award of the contract, all Offeror's proposals are subject to disclosure under the State's Access to Public Records Act. Information specified by an Offeror as proprietary information shall be available for disclosure as provided by State statute.

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.

3.14 CONTRACTOR COMPLIANCE ISSUES

The Contractor agrees that all work performed as part of this contract will comply fully with administrative and other requirements established by federal and state laws, regulations and guidelines, and assumes responsibility for full compliance with all such laws, regulations and guidelines, and agrees to fully reimburse DOM for any loss of funds, resources, overpayments, duplicate payments or incorrect payments resulting from noncompliance by the Contractor, its staff, or agents, as revealed in any audit.

3.14.1 Federal, State, and Local Taxes

Unless otherwise provided herein, the contract price shall include all applicable federal, state, and local taxes.

The Contractor shall pay all taxes lawfully imposed upon it with respect to this contract or any product delivered in accordance herewith. DOM makes no representation whatsoever as to exemption from liability to any tax imposed by any governmental entity on the Contractor.

3.14.2 License Requirements

The Contractor shall have, or obtain, any license/permits that are required prior to and during the performance of work under this contract.

3.14.3 HIPAA Compliance

The Contractor must ensure that all work supports the HIPAA Security Rules and sign a HIPAA Business Associate Agreement.

3.14.4 Site Rules and Regulations

The Contractor shall use its best efforts to ensure that its employees and agents, while on DOM premises, shall comply with site rules and regulations.

3.14.5 Environmental Protection

The Contractor shall be in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (45 USC 1857 [h]), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulation (40 CFR Part 15) which prohibit the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA list of Violating Facilities. The Contractor shall report violations to the applicable grantor federal agency and the U. S. EPA Assistant Administrator for Enforcement.

3.14.6 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, 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.

3.14.7 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 7-204 (Gratuities) of the Mississippi Personal Service Contract Procurement Regulations.

3.14.8 Small and Minority Businesses

DOM encourages the employment of small business and minority business enterprises. Therefore, the Contractor shall report, separately, the involvement in this contract of small businesses and businesses owned by minorities and women. Such information shall be reported on an invoice annually on the contract anniversary and shall specify the actual dollars contracted to-date with such businesses, actual dollars expended to date with such businesses, and the total dollars planned to be contracted for with such businesses on this contract.

3.14.9 Suspension and Debarment

The Contractor certifies that it is not suspended or debarred under federal law and regulations or any other state's laws and regulations.

3.14.10 Compliance with the Mississippi Employment Protection Act

The Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Contractor further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Contractor understands and agrees that any breach of these warranties may subject Contractor to the following: (a) Termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years with notice of such cancellation/termination being made public, or (b) The loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both.

In the event of such termination/cancellation, Contractor would also be liable for any additional cost incurred by the State due to contract cancellation or loss of license or permit.

The Contractor certifies that it is not suspended or debarred under federal law and regulations or any other state’s laws and regulations.

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4 PROCUREMENT

4.1 APPROACH

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 is available for inspection at 301 N. Lamar St., Jackson, Mississippi or on the web at www.spb.state.ms.us.

Submission of a proposal constitutes acceptance of the conditions governing the procurement 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 DOM. FAILURE TO COMPLY WITH THIS PROVISION MAY RESULT IN THE OFFEROR BEING DISQUALIFIED.

4.2 QUALIFICATION OF OFFERORS

Each corporation shall report its corporate charter number in its transmittal letter or, if appropriate, have attached to its transmittal letter a signed statement to the effect that said corporation is exempt from the above described, and set forth the particular reason(s) for exemption. All corporations shall be in full compliance with all Mississippi laws regarding incorporation or formation and doing business in Mississippi and shall be in compliance with the laws of the state in which they are incorporated, formed, or organized.

DOM 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 DOM all such information and data for this purpose as may be requested. DOM 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 the contract. DOM reserves the absolute right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fail to satisfy DOM that such Offeror is properly qualified to carry out the obligations of the contract and to complete the work or furnish the items contemplated.

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 offer 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.

4.3 TIMETABLE

The following timetable is the estimated and anticipated timetable for the procurement process.

| | |
|---------------------------------------|---|
| January 27, 2009 | Release RFP |
| February 5, 2009 | Conference for Data Book Discussion |
| February 9, 2009 (5:00 p.m. CST) | Deadline for Letter of Intent and Written Questions |
| February 17, 2009 (5:00 p.m. CST) | DOM Response to Questions Released |
| February 17, 2009 | Amendments to RFP Released (if necessary) |
| March 16, 2009 (5:00 p.m. CST) | Proposal Deadline |
| <u>August 19, 2009</u> | <u>Release Amended RFP</u> |
| <u>September 14, 2009</u> | <u>Amended Proposal Sections Deadline</u> |
| <u>October 9, 2009</u> | <u>Tentative Contract Award Date</u> |
| October 1, 2009 <u>TBD</u> | Operations Start Date |

DOM reserves the right to amend the timetable in the best interest of DOM. Potential Offerors who have submitted letters of intent will be notified of any changes to this timetable.

4.3.1 Procedure for Submitting Questions

Questions may be submitted on the official business letterhead of the potential Offeror before February 9, 2009. Written answers will be posted if questions are received, via DOM website at <http://www.medicaid.ms.gov>. Questions and answers will become a part of the RFP as an attachment. Written answers provided for the questions will be binding.

Questions should be sent to:

Melanie Wakeland
Procurement Officer
Division of Medicaid
REF: **Project Name MississippiCAN**
RFP# 20090127 (Revised 08/19/2009)

FAX: (601) 359-6048

US MAIL OR HAND DELIVERED:
Sillers Building
550 High St., Suite 1000
Jackson, Mississippi 39201

OR EMAIL: exmpw@medicaid.state.ms.us

4.3.2 Proposal Submission Requirements

The format and content of the proposal is specified in Sections 5 and 6 of this RFP.

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Proposals for this RFP must be submitted with components of the RFP clearly tabbed. An original and ten (10) copies of the proposal under sealed cover and an original must be received by DOM no later than 5:00 p.m. CST, on Monday, ~~March 16~~ September 14, 2009. Any proposal received after this date and time will be rejected and returned unopened to the Offeror.

Proposals should be delivered to:

Melanie Wakeland
Procurement Officer
Division of Medicaid
Sillers Building
550 High St., Suite 1000
Jackson, Mississippi 39201

As the proposals are received, the sealed proposals will be date-stamped and recorded by DOM. The parties submitting proposals are responsible for ensuring that the sealed competitive proposal is delivered by the required time and to the required location and the parties assume all risks of delivery. No facsimile proposals will be accepted. The proposal must be signed in blue ink by an authorized official to bind the Offeror to the proposal provisions.

Proposals and modifications thereof received by DOM 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.

4.4 RULES OF PROCUREMENT

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

4.4.1 Representation Regarding Contingent Fees

The Offeror represents by submission of its proposal that it has not retained a person to solicit or secure a State contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.

4.4.2 Representation Regarding Gratuities

The Offeror represents by submission of its proposal that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 7-204 (Gratuities) of the Mississippi Personal Services Contract Procurement Regulations.

4.4.3 Restrictions on Communications with DOM 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 DOM staff regarding this procurement except the RFP Issuing Officer, Melanie Wakeland.

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

4.4.4 Amendments

DOM reserves the right to amend the RFP at any time prior to the date for proposal submission. All amendments will be posted to the DOM website at <http://www.medicaid.ms.gov>. After February 17, 2009, Offerors submitting proposals will be notified when amendments are released.

4.4.5 Cost of Preparing Proposal

Costs of developing the proposals are solely the responsibility of the Offerors. DOM will provide no reimbursement for such costs. Any costs associated with any oral presentations to DOM will be the

responsibility of the Offeror and will in no way be billable to DOM. If site visits are made, DOM's cost for such visits will be the responsibility of DOM and the Offeror's cost will be the responsibility of the Offeror and will in no way be billable to DOM.

4.4.6 Acceptance of Proposals

After receipt of the proposals, DOM 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 DOM. However, DOM 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 DOM.

DOM also reserves the right to waive minor irregularities in proposals providing such action is in the best interest of DOM.

Where DOM may waive minor irregularities as determined by DOM, 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.

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

4.4.7 Rejection of Proposals

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. DOM 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. DOM 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

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. An authorized representative of the party does not sign the proposal.
5. The proposal contains false or misleading statements or references.
6. The Offeror is determined to be non-responsive as specified in Section 3-401 of the Personal Services Contract Review Board Regulations.
7. The proposal ultimately fails to meet the announced requirements of the State in some material aspect.
8. The proposal price is clearly unreasonable.
9. The proposal is not responsive, i.e., does not conform in all material respects to the RFP.
10. 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.

11. The Offeror does not comply with the Procedures for Delivery of Proposal as set forth in the RFP.
12. The Offeror currently owes the State money.

4.4.8 Alternate Proposals

Each Offeror, its subsidiaries, affiliates or related entities shall be limited to one 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 proposal by an Offeror will result in the summary rejection of all proposals submitted. An Offeror's proposal shall not include variable or multiple pricing options.

4.4.9 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 DOM, 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. DOM will not merge, collate, or assemble proposal materials.

Unless requested by DOM, 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 180 days from the proposal due date.

4.4.10 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 DOM shall upon receipt become and remain the property of DOM. DOM 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.

4.4.11 Responsible Contractor

DOM 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.

4.4.12 Best and Final Offers

The Executive Director of DOM may make a written determination that it is in the State's best interest to conduct additional discussions or change the State's requirements and require submission of best and final offers. The Procurement Officer shall establish a date and time for the submission of best and final offers. Otherwise, no discussion of or changes in the proposals shall be allowed prior to award. Offerors shall also be informed that if they do not submit a notice of withdrawal or another best and final offer, their immediate previous offer will be construed as their best and final offer.

4.5 AWARD NOTICE

The notice of intended contract award shall be sent by carriers that require signature upon receipt, by fax with voice confirmation, or by email with reply confirmation to the winning Offeror.

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

5 PROPOSAL

5.1 INTRODUCTION

All proposals must be printed on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) with tabs delineating each section. One copy of the proposal must be submitted on CD 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
4. Project Organization and Staffing
5. Methodology/Work Statement
6. Project Management and Control
7. Work Plan and Schedule

Items to be included under each of these headings are identified in the paragraphs below. Each section within the Technical 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 proposing company and shall be signed by an individual authorized to legally bind the Offeror. It shall be included in each Technical Proposal. The letter should identify all material and enclosures being submitted in response to the RFP. The transmittal letter shall include

1. A statement indicating that the Offeror is a corporation or other legal entity;
2. A statement confirming that the Contractor is registered or will be registered to do business in Mississippi prior to the effective date of the contract and providing their corporate charter number to work in Mississippi, if applicable;
3. A copy of (1) the appropriate license from the Mississippi Department of Insurance or (2) other state license and application paperwork for license in Mississippi.
4. A statement that 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 payments to the Contractor;
5. A statement identifying the Offeror's Federal tax identification number;
6. 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;
7. 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;
8. A statement that no cost or pricing information has been included in this letter or any other part of the technical proposal;

9. A statement identifying all amendments to this RFP issued by DOM which have been received by the Offeror. If no amendments have been received, a statement to that effect should be included;
10. A statement that the Offeror has read, understands and agrees to all provisions of this RFP without reservation;
11. Certification that the Offeror's offer will be firm and binding for 180 days from the proposal due date;
12. A statement naming any outside firms responsible for writing the proposal;
13. A statement agreeing that the Contractor and all subcontractors will sign the Drug Free Workplace Certificate (Exhibit 1);
14. A statement that the Offeror has included the signed DHHS Certification Regarding Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions (Exhibit 2) with the Transmittal letter;
15. 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;
16. All proposals submitted must include 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; and,
17. If the proposal deviates from the detailed specifications and requirements of the RFP, the transmittal letter must identify and explain these deviations. DOM 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 Technical Proposal in such a way as to provide a broad understanding of the entire proposal. The Executive Summary shall include a succinct description of the Offeror's understanding of the purpose of this program and the goals of DOM in addition to the overview of the content of the technical proposal. The summary should include:

- A clear statement of the Offeror's understanding of purpose and goals
- A narrative description of the proposed effort, items to be delivered, and services to be provided.
- A description of the Offeror's coordinated care plan delivery system.
- A brief description of the Offeror's qualification with the Offeror's key strengths highlighted.
- A description of the Offeror's experience and familiarity with the medical, educational, social, and economic needs of the population to be served.
- A description of the Offeror's ability to further the Division's goals for this program.

The Executive Summary should be no more than four 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, 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 2004 through present date.

5.4.1 Corporate Background

The details of the background of the corporation its size, and resources, particularly as it relates to the scope of work in this RFP shall include, at a minimum:

1. date established
2. location of the principal place of business
3. location of the administrative office of the proposed contract
4. ownership (e.g.: public company, partnership, subsidiary)
5. experience in systems capabilities to collect, report and monitor quality and operational indicators
6. total number of staff dedicated to administering MississippiCAN
7. performance history and reputation
8. current products and services, in particular programs for healthy behaviors, wellness and disease management
9. professional accreditations pertinent to the services provided by this RFP
10. any contractual termination for cause within the past five (5) years

5.4.2 Financial Statements

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
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 scope of work required by this RFP and their last five (5) years of Medicaid experience presented chronologically. The Offeror shall provide a list of at least the last three (3) most recent, relevant contracts to serve as corporate references. DOM will check references 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 DOM during the evaluation process. DOM reserves the right to contact officials of the client other than those indicated by the Offeror.

The Offeror must provide for each experience:

1. customer name;
2. customer references (including phone numbers);
3. description of the work performed;
4. time period of contract;
5. staff months expended;

6. personnel requirements; and
7. publicly funded contract cost.

5.5 PROJECT ORGANIZATION AND STAFFING

5.5.1 Organization

The Project Organization and Staffing section shall include project team organization, charts of proposed personnel and positions, and job descriptions of key management personnel as listed below.

Executive Positions:

- Full time Chief Executive Officer, and/or Chief Operations Officer for the Mississippi program located in Mississippi
- Chief Financial Officer
- Chief Medical Officer located in Mississippi
- Chief Information Officer

Administrative Positions:

- Full time Provider Services Manager located in Mississippi
- Full time Member Services Manager located in Mississippi
- Quality Management Coordinator
- Utilization Management Coordinator
- Maternal Health/EPSTD Coordinator
- Complaint and Grievance Coordinator
- Claims Administrator
- Other key personnel as identified by the CCO

The positions required to be located in Mississippi will be approved by DOM prior to assignment. DOM reserves the right to approve additional key positions as needed. Key management personnel cannot be vacant for more than 90 days.

5.5.2 Key Staff Experience

Offerors must submit 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.

Offerors must submit three references for each identified key staff member. Each reference must include the name of the contact person, current address, telephone number and date and the nature of the relationship between the reference and the proposed key staff member. Current DOM staff shall not be submitted for any reference for the above requirements.

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5.6 METHODOLOGY/WORK STATEMENT

Please respond to the statements and 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 Part 1.4.3 of this RFP. 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 page limits and should be included in the body of the response, not as an attachment.

| Area | # | Statement/Question |
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| Benefits | 1. | Describe the approach you will take to inform members about covered health services including covered pharmacy services. (Limit to three pages.) |
| | 2. | Describe policies, procedures, and processes you will put in place to encourage members to engage in wellness programs including the approach you intend to use to ensure that members receive a physical exam annually and appropriate intervention to ensure improved health outcomes. (Limit to two pages.) |
| | 3. | Describe your plan to create and maintain collaboration with providers of mental health services in order to coordinate care for members. (Limit to two pages.) |
| | 4. | Describe any benefits over and above the required benefits that you propose to provide to members. (Limit to two pages.) |
| | 5. | Describe the process you will have in place to ensure that any new member has an appointment scheduled with the selected medical home within at least 90 days of enrollment. |
| Administrative Services | 6. | Describe your member call center operations including: <ul style="list-style-type: none"> • Location of operations (If out of state, describe how it will accommodate services for Mississippi.) • Standards for rates of response (live answer, incomplete calls, speed of answer, average length of call, etc.) and measures to ensure standards are met • Accommodations for non-English speaking, hearing impaired, and visually impaired callers • Staffing ratios including number of call center employees per enrolled member and supervisor to staff ratio • Describe the process in place to insure that member calls pertaining to immediate medical needs are properly handled. • Training program for call center employees including, but not limited to, cultural competency (Limit to four pages.) |
| | 7. | Describe the informational materials you propose to send to new members. Address language alternatives that will be available and how you will ensure that reading levels will be at a sixth grade level. (Limit to two pages, excluding copies of materials.) |
| | 8. | Describe your process to produce and distribute identification cards and member information to members within 10 business days of enrollment. (Limit to two pages.) |
| | 9. | Describe your provider call center operations including: <ul style="list-style-type: none"> • Hours of operation • Location of operations (If out of state, describe how it will accommodate services for Mississippi.) • Standards for rates of response (live answer, incomplete calls, |

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| | | <p>speed of answer, average length of call, etc.) and measures to ensure standards are met</p> <ul style="list-style-type: none"> • Job qualifications for call center employees • Staffing ratios including number of call center employees per enrolled member and supervisor to staff ratio • Training program for call center employees including cultural competency • The extent to which you plan to use electronic means of communication to respond to provider inquiries and how you propose to do so <p>(Limit to three pages.)</p> |
| | 10. | <p>Provide a general Management Information System (MIS) description including:</p> <ul style="list-style-type: none"> • A systems diagram that describes each component of the management information system and all other systems that interface with or support it • How each component will support the major functional areas of the MississippiCan program <p>(Limit to 10 pages, including diagram.)</p> |
| | 11. | <p>Describe modifications or updates to your (MIS) that will be necessary to meet the requirements of this program and your plan for their completion.</p> <p>(Limit to four pages.)</p> |
| | 12. | <p>Describe your claims processing operations including:</p> <ul style="list-style-type: none"> • The claims processing systems that will support this program • Standards for speed and accuracy of processing and measures to ensure that standards are better or no less than Medicaid fee-for-service program <p>(Limit to four pages.)</p> |
| | 13. | <p>Describe your method and 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 DOM. Explain how you will use such information. Describe the process you use for retrospective post payment recoveries of health-related insurance as well as your process for adjudicating claims involving third party coverage.</p> <p>(Limit to three pages.)</p> |
| | 14. | <p>Describe your approach for ensuring complete encounter data is submitted accurately and timely to DOM consistent with the required formats. Include in your response how you propose to monitor data completeness and manage the non-submission of encounter data by a provider or a subcontractor.</p> <p>(Limit to four pages.)</p> |
| | 15. | <p>Describe the capability your management will have to access a database of service information to create ad hoc reports for both Offeror management and DOM. Include a description of the system and software, an overview of the data that will be held, and the resources and capability you will have to use large amounts of data to create ad hoc reports.</p> <p>(Limit to five pages and a list of anticipated reports.)</p> |
| | 16. | <p>Explain the process you will put in place to maintain your provider file with detailed information on each provider sufficient to support provider payment including issuance of IRS 1099 forms, meet all federal and DOM reporting requirements, and cross reference to state and federal identification numbers to ensure excluded providers are identified.</p> <p>(Limit to two pages.)</p> |

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| | 17. | Describe the process you will use to utilize the eligibility and enrollment files from DOM to manage your membership. Include the process for resolving discrepancies between these files and your internal membership records. (Limit to two pages.) |
| | 18. | Describe the fraud and abuse program that you will implement including: <ul style="list-style-type: none"> • Fraud detection methods that will be used • Steps that will be taken if fraud is detected including DOM notification • Plan for compliance with the Exclusion Program of the United States Department of Health and Human Services Office of the Inspector General or any provider restrictions imposed by the state (Limit to two pages.) |
| | 19. | Describe your emergency response continuity of operations plan. Attach a copy of your plan or, at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness and natural disaster recovery: <ul style="list-style-type: none"> • Employee training • Identified essential business functions and key employees within your organization necessary to carry them out • Contingency plans for covering essential business functions in the event key employees are incapacitated or the primary workplace is unavailable • Communication with staff and suppliers when normal systems are unavailable • Specifically address your plans to ensure continuity of services to providers and members • How your plan will be tested (Limit to five pages.) |
| | 20. | Describe how and where records will be maintained and the process and timeframe for retrieving records needed or requested by DOM or other State or external review representatives. (Limit to two pages.) |
| | 21. | Describe your plans to establish an Administrative Office within 15 miles of Jackson MS as is required by the RFP. Also describe the office within that space that you will make available to DOM staff. (Limit to one page) |
| Provider Network | 22. | Describe your plan to ensure that your provider network meets the network and access requirements of the Program. Describe the method you plan to use on an ongoing basis to assess and ensure that DOM's network standards are maintained, including standards related to : <ul style="list-style-type: none"> • Travel time • Appointment access • Cultural competency • After hours access • Inclusion of FQHCs and RHCs • Inclusion of out-of-state providers for medically necessary services • Inclusion of non-hospital urgent and emergent care providers (Limit to eight pages.) |
| | 23. | How do you use GeoAccess mapping to ensure network adequacy? Using providers with whom you have signed letters of intent, provide individual GeoAccess maps for hospitals, pediatricians, obstetricians, medical homes providing primary care, FQHCs, RHCs and dentists. (Limit to two pages.) |
| | 24. | Should your organization be unable to secure an agreement with a key |

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| | | provider type in a given geographic area, what strategies will you use to ensure that members have access to care? (Limit to two pages.) |
| | 25. | Describe any provider incentive programs you plan to implement in order to improve access. (Limit to two pages.) |
| | 26. | Describe the approach you will take to assess provider satisfaction including tools you plan to use, frequency of assessment, and responsible parties. (Limit to two pages.) |
| | 27. | Describe the mechanisms you will use to communicate with providers and the content you anticipate including in communications. (Limit to three pages.) |
| | 28. | Explain your process for ensuring that providers are enrolled in Medicaid and have a valid identification number. (Limit to two pages.) |
| | 29. | Please submit copies of your standard provider contracts. |
| | 30. | Provide a listing by provider type/specialty of the providers from whom you have received a signed letter of intent to participate in your provider network. |
| Care Management | 31. | For members who have not selected a medical home from your network within 30 days of enrollment, describe the process you will use to assign members to a medical home within 60 days of enrollment. Describe how you will inform medical home (primary care providers) of new members. (Limit to three pages.) |
| | 32. | Will your program require referrals from primary care providers in order to authorize services from specialists? Under what circumstances, if any, may a specialist be designated as a member's primary care provider? (Limit to two pages.) |
| | 33. | Describe the policies, procedures, and processes you will use to conduct outreach and follow up to ensure that members receive all recommended preventive and medically necessary follow-up treatment. (Limit to two pages.) |
| | 34. | Describe the process and criteria used for case management, including how you will case manage and what services you will provide. Address the following issues in the response: <ul style="list-style-type: none"> • How will you identify potential case management situations • If you use a list of diagnoses to identify cases for management and if so provide the list • Once a case is identified, how you determine whether to pursue the case for management • How case managers interact with patients and the patients primary care physician, family, and other attending physicians • What procedures and processes are used to ensure that all medically necessary services are provided • Any software you use to identify high risk members and track outcomes including predictive modeling software. Specifically address programs for pregnant women , neonates, members with mental health needs and members in need of organ transplants or renal dialysis. (Limit to ten pages.) |
| | 35. | Describe the policies, procedures, and processes you will use to provide disease management for members with diabetes, asthma, hypertension, obesity, congestive heart disease, hemophilia at a minimum. Specifically address: |

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| | | <ul style="list-style-type: none"> • Identification and outreach to members requiring disease management services • Stratification (risk levels) and interventions you will implement for each risk level to provide disease management services for these members • Facilitation and monitoring of recipient compliance with treatment plans • Coordination with providers of care <p>(Limit to six pages.)</p> |
| | 36. | For members with special needs, describe the policies, procedures and processes you will put in place to ensure coordination of care across the care continuum. Describe how you will assist members with special needs in identifying and gaining access to community resources that may provide services that the Medicaid program does not cover. (Limit to three pages.) |
| | 37. | Describe your approach to utilization management, including: <ul style="list-style-type: none"> • Lines of accountability for utilization policies and procedures • Data sources and processes to determine which services require prior authorization and how often these requirements will be re-evaluated • Process and resources used to develop utilization review criteria • Prior authorization processes for members requiring services from non-participating providers or for members who require expedited prior authorization • Processes to ensure consistent application of criteria by individual clinical reviewers <p>(Limit to six pages.)</p> |
| | 38. | Describe the policies and procedures you will put in place to control avoidable hospitalization and hospital readmissions. (Limit to two pages.) |
| | 39. | What is your definition of medically necessary care? Describe your process for developing and periodically reviewing and revising the definition. Describe the degree to which your definition is consistent with or differs from DOM's definition of medical necessity. (Limit to two pages) |
| | 40. | Describe the management techniques, policies, procedures, or initiatives you will put in place to avoid unnecessary emergency room utilization. (Limit to three pages.) |
| | 41. | Describe your process for insuring that non-participating providers who provide emergency services to members are paid on a timely basis. Also describe your process to insure appropriate communication with the provider, follow-up communication with the members' medical home, and follow-up care for the member. (Limit to two pages) |
| | 42. | If you will be using a Pharmacy Benefit Manager (PBM), describe the arrangement and include a copy of the contractual agreement. (Limit to one page.) |
| | 43. | Provide a copy of the Preferred Drug List (PDL) you will utilize and describe the exception process if a non-preferred drug is used. (Limit to two pages.) |
| | 44. | If applicable, explain who audits the PBM and on what schedule. Are the audits based on Mississippi state laws and regulations or are audits based on the requirements of the state of domicile? Are audit results reported and on what schedule? What sanctions are imposed if improper activities are detected? (Limit to two pages.) |
| | 45. | Describe the rebate management program you will put in place. Include |

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| | | the drugs to be included, formulas that will be used to calculate rebates, dispute resolution. (Limit to three pages.) |
| | 46. | Provide a full description of the drug utilization program you will put in place. (Limit to three pages.) |
| | 47. | Describe how you will identify provider utilization patterns to improve care and reduce costs. (Limit to two pages.) |
| | 48. | Describe your plan to monitor use of psychotropic drugs in order to assist in the coordination of care for members with mental health needs. |
| | 49. | Describe the policies and procedures you will put in place to develop and maintain a comprehensive health education program for members. Please address: <ul style="list-style-type: none"> • Your rationale for selecting areas of focus • How you will ensure that reading levels are at a sixth grade level • The language alternatives that will be available to non-English speakers/readers • How visually impaired will be accommodated (Limit to four pages.) |
| Quality Assurance | 50. | Provide an overview description of your proposed quality assurance program. Include the following in your description: <ul style="list-style-type: none"> • The lines of accountability for the program • How you will select areas of focus • How you will use evidence based practices in developing your quality assurance program • How you will use data to design and implement your quality assurance program • What staff will be assigned to this program and their qualifications • How will you ensure separation of responsibilities between utilization management and quality assurance staff? (Limit to six pages.) |
| | 51. | Describe the policies and procedures you have in place to reduce health care associated infection, medical errors, preventable serious adverse events (never events) and unnecessary and ineffective performance in these areas. (Limit to two pages.) |
| | 52. | Describe in detail how you propose to use encounter data, trending and other ad hoc reports to systematically and objectively monitor, measure, and evaluate the quality and appropriateness of care and services provided. Specify the reports you propose to use. (Limit to four pages.) |
| | 53. | Describe the process you will have in place to notify providers of new practice guidelines and to monitor implementation of those guidelines. (Limit to two pages.) |
| | 54. | Describe the policies, procedures, and processes you will use to conduct provider profiling to assess the quality of care delivered. (Limited to two pages.) |
| | 55. | Describe any provider incentive programs you propose to implement to improve the quality of care provided to members. (Limit to two pages.) |
| | 56. | Describe how you will encourage providers to use electronic health records and e-prescribing functions. Describe how you will integrate your electronic health records and e-prescribing functions with DOM's electronic health records and e-prescribing functions. |

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| | | (Limit to two pages.) |
| | 57. | What methods will you use to ensure the quality of care delivered by out-of-network providers? (Limit to two pages.) |
| | 58. | Describe your methodology to assess disparities in treatment among disparate races and ethnic groups and correct those disparities. (Limit to four pages.) |
| | 59. | Describe your complaint and grievance process specifically addressing: <ul style="list-style-type: none"> • Compliance with State requirements as described on DOM's website • Levels of review and timing • Process for expedited review • How complaints and grievances are tracked and trended and how you use the data to make changes to procedures and processes (Limit to four pages.) |
| | 60. | Describe how you will monitor customer satisfaction with your performance and services. Include how this data is used in ongoing quality improvement efforts. (Limit to two pages.) |
| Subcontractors | 61. | If you propose to use subcontractors to provide any of the services called for 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 if not already described. |
| | 62. | Describe your subcontractor oversight program. Specifically describe how you will: <ul style="list-style-type: none"> • Ensure receipt of all required data including encounter data • Ensure that utilization of health care services is at an appropriate level • Ensure delivery of administrative and health care services at an acceptable or higher level of care and meets all standards required by this RFP and your internal standards... • Ensure adherence to required complaint and grievance policies and procedures |

5.7 PROJECT MANAGEMENT AND CONTROL

The Project Management and Control Section shall include details of how implementation of the program will be managed and controlled during the implementation phase, defined as the period of time starting with the date of contract execution through the begin date of operation, and for ongoing operations oversight during the remaining term of the contract. This section covers:

1. Sign-off procedures for completion of all deliverables and major activities;
2. Management of performance standards, milestones and/or deliverables;
3. Assessment of project risks and approach to managing them;
4. Anticipated problem areas and the approach to management of these areas, including loss of required personnel;
5. Project status reporting, including examples of types of reports;
6. Approach to problem identification and resolution; and
7. Approach to DOM's interaction with contract management staff.

5.8 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 phase of the contract. The schedule should allow five working days for DOM approval of each submission or re-submission of each deliverable. The work plan to be proposed should include all responsibilities, milestones, and deliverables outlined in this RFP. This section shall cover:

1. A work plan, showing the start and end dates for all tasks and subtasks, indicating the interrelationships of all tasks and subtasks, and identifying the critical path.
2. A Gantt chart, showing the planned start and end dates of all tasks and subtasks.
3. Schedules for all deliverables providing a minimum of five (5) workdays review time by DOM.

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6 PROPOSAL EVALUATION

6.1 GENERAL

An Evaluation Committee comprised of DOM 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 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.

At its option, the State may request an interview with selected Contractors. Contractors must be prepared to meet with DOM staff within five (5) days of notification. All costs associated with the interview will be the responsibility of the Contractor.

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 technical proposal that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the Division of Medicaid. The Division of Medicaid reserves the right to waive minor variances or reject any or all proposals. In addition, the Division of Medicaid 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 DOM beyond the basic requirements of the RFP.

6.2.2 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.
5. Any contract terminations for cause within the past five years.

6.2.3 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.

6.2.4 Methodology

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

6.2.5 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.

6.2.6 Work Plan and Schedule

The 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.

6.3 SELECTION

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 DOM. The Executive Director will make the final decision regarding the winning proposal.

6.4 AWARD NOTICE

The notice of intended contract award shall be sent by mail, email or fax to all Offerors.

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MississippiCAN
Glossary of Terms

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| Access Mapping | Use of GeoAccess or other software tools to visually present the contracted provider network and members' geographic access to that network |
| Actuarially Sound Capitation Rate | 42 CFR § 438.6(c) defines "actuarially sound capitation rates" as capitation rates that: <ul style="list-style-type: none"> • have been developed in accordance with generally accepted actuarial principles and practices; • are appropriate for the populations to be covered and the services to be furnished under the contract; and • have been certified as meeting the requirements of the regulation by actuaries who meet the qualification standards established by the American Academy of Actuaries and follow the practice standards established by the Actuarial Standards Board. |
| Assignment of Members | The process by which beneficiaries who have not voluntarily selected a CCO and/or a primary care physician are assigned to a CCO or a primary care physician. |
| Behavioral Health Services | Mental health and/or drug and alcohol abuse treatment services that are provided by the county mental health/mental retardation programs, the single county authority administrators, or other appropriately licensed health care practitioners. |
| Beneficiary | An individual who meets all of the eligibility requirements for the Mississippi Medicaid program. |
| Beneficiary Lock-In | A program which restricts or "locks in" certain beneficiaries to a single contractor in order to control the mis-utilization of services by the Beneficiary. |
| Capitation Payments | Actuarially determined, per person per month rates paid to CCOs for the provision of all covered services to enrolled beneficiaries. |
| Case Management | A collaborative process of assessment, planning, facilitation, advocacy, and coordination of options and services to meet an individual's health needs achieved through communication and coordination of the available resources to promote quality, cost-effective outcomes. |
| Contract Term | The period of time specified in the contract between DOM and the CCO during which the CCO will arrange for health care services for beneficiaries and DOM will compensate the CCOs for the provision of those services subject to the terms of the contract. |
| Coordinated Care Organization (CCO) | An organization that meets the requirements for participation as a contractor in the MississippiCAN program and manages the purchase and provision of health care services under the MississippiCan program. |
| Cultural competency | The ability to understand, communicate with, and effectively interact with people across cultures. Cultural competence comprises four components: <ul style="list-style-type: none"> • Awareness of one's own cultural worldview; • Attitude towards cultural differences; |

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| | <ul style="list-style-type: none"> • Knowledge of different cultural practices and worldviews; and • Cross-cultural skills. |
| Disease Management | Case management provided to slow the progression of chronic disease and to help contain health care expenditures for program participants. |
| Disenrollment | Action taken by the Division to remove a Enrollee's name from the monthly Enrollee Listing report following the Division's receipt and approval of a request for disenrollment or a determination that the Enrollee is no longer eligible for enrollment in the PHM Contractor. |
| Division | The Division of Medicaid, Office of the Governor |
| DOM | Division of Medicaid |
| Electronic Medical Records | Patient medical records that are created and maintained in electronic form. |
| Eligible Beneficiary | Beneficiary who is eligible to elect Contractor coverage. |
| Emergency/Emergent Services | The Balanced Budget Act of 1997 defines an emergency medical condition as a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) such that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in (i) placing the health of the individual (or, with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, (ii) serious impairment to bodily functions, or (iii) serious dysfunction of any bodily organ or part. |
| Emergency Transportation | Ambulance services for emergencies. |
| Enrollees | An eligible Beneficiary who is enrolled in the Contractor |
| Enrollment | Action taken by the Division to add a Enrollee's name to the monthly Enrollee Listing report following the receipt and approval by the Division of an enrollment application from an eligible Beneficiary. |
| Enrollment Assistance | DOM's activities in conjunction with redetermination of Medicaid eligibility that assist eligible beneficiaries in selecting a CCO and a primary care physician. |
| EPSDT | <p>Early, periodic, screening, diagnosis and treatment services as is defined by the Department to include</p> <ul style="list-style-type: none"> • Age appropriate, comprehensive health and development history that includes physician and mental health assessments along with counseling and anticipatory guidance and risk factor reduction interventions. • Calculation of Body Mass Index • Growth measurements and head circumference • Nutritional counseling • Developmental surveillance and Developmental and autism Spectrum Disorders Screenings as appropriate • Comprehensive unclothed exam • Appropriate laboratory tests (including blood level assessment appropriate to age and risk) |

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| | <ul style="list-style-type: none"> • Appropriate immunizations in accordance with Recommended Childhood and Adolescent Immunization Schedule adopted by the DOM • A vision assessment • A hearing assessment • A dental screening and/or referral to dental care • Health education • Referrals for identified abnormalities |
| Fee-for-Service | A method of making payment to health care providers enrolled in the Medicaid program for the provision of health care services to Beneficiaries based on the payment methods set forth in the State Plan and the applicable policies and procedures of the Division. |
| FQHCs | Federally qualified health centers (FQHCs) include all organizations receiving grants under section 330 of the Public Health Service Act, certain tribal organizations, and FQHC Look-Alikes. FQHCs qualify for enhanced reimbursement from Medicare and Medicaid, as well as other benefits. FQHCs must serve an underserved area or population, offer a sliding fee scale, provide comprehensive services, have an ongoing quality assurance program, and have a governing board of directors. |
| Fraud and Abuse | Fraud is any type of intentional deception or misrepresentation made by an entity or person with the knowledge that the deception could result in some unauthorized benefit to the entity, him/herself, or some other person. The Fraud can be committed by many entities, including the vendor, a subcontractor, a Provider, a State employee, or an Enrollee, among others. Abuse is any practice that is inconsistent with sound fiscal, business, or medical practices, and results in an unnecessary cost to the Medicaid program, the vendor, a subcontractor or Provider or in reimbursement for services that are not Medically Necessary or that fail to meet professionally recognized standards for health care. |
| Full-risk Arrangement | A financial arrangement under which the CCO assumes risk for the cost of services covered under the contract and incurs loss if the cost of furnishing the services exceeds the payments under the contract. The entity must accept as payment in full the amount paid by DOM plus any cost sharing from the members. |
| Full-risk, Prepaid, Capitated Rates | A monthly premium payment made by DOM to the CCO for the services covered under the contract. The payment varies depending on the rate category status of the enrolled beneficiary. Maternity delivery services (as defined under "Maternity Kick Payment") are excluded from the monthly full risk, prepaid capitation rates. |
| Government Liaison | The individual designated within the CCO to act as the primary point of contact for DOM. |
| Grievance | A grievance is an expression of dissatisfaction about any matter other than an "action". |
| Grievance Procedure | The written procedures pursuant to which Enrollees may express dissatisfaction with the provision of services by the Contractor and the methods for resolution of Enrollee complaints by the Contractor. |
| Hearing | A formal proceeding before a Hearing Officer appointed by the Division's Executive Director in which parties affected by an action or an intended |

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| | action of the Division shall be allowed to present testimony, documentary evidence and argument as to why such action should or should not be taken. |
| Insolvency | The inability of the Contractor to pay its obligations when they are due, or when its admitted assets do not exceed its liabilities plus the greater of: (i) any capital and surplus required by law for its organization; or (ii) the total par or stated value of its authorized and issued capital stock. "Liabilities" shall include, but not be limited to, reserves required by the Department of Insurance pursuant to Miss. Code Ann. ' 83-41-329 (1972 as amended). |
| Mandatory Enrollment | All beneficiaries in the Medicaid eligibility categories specified as part of the MississippiCAN program are required to participate in MississippiCAN, select a CCO and select a primary care provider. Enrollment is not optional. |
| Marketing | The activities that promote visibility and awareness for the MississippiCan program and the CCOs participating in the program. All activities are subject to prior review and approval by DOM. |
| Maternity Kick Payment | A case rate payment to the CCO for hospital inpatient and physician maternity delivery services. The maternity kick payment will be paid to the CCO when the CCO notifies DOM that an enrolled beneficiary delivers a baby. The maternity kick payment is paid to the CCO in addition to the monthly full risk, prepaid capitation rate. |
| Medicaid Contractor Identification Card | The certification card issued by the PHM Contractor to beneficiaries who have enrolled in a Plan with which the Division has entered into a contract. |
| Medical Home | A health care setting that facilitates partnerships between individual patients, their personal physicians, and when appropriate, the patient's family to provide comprehensive primary care. |
| Medical Necessity | Health care services that a provider, exercising prudent clinical judgment, would provide to a patient for the purpose of evaluating, diagnosing or treating an illness, injury, disease or its symptoms, and that are: <ul style="list-style-type: none"> • appropriate and consistent with the diagnosis of the treating provider and the omission of which could adversely affect the patient's medical condition; and • compatible with the standards of acceptable medical practice in the United States; and • provided in a safe, appropriate and cost-effective setting given the nature of the diagnosis and the severity of the symptoms; and • not provided solely for the convenience of the beneficiary or family, or the convenience of any health care provider; and • there is no other effective and more conservative or substantially less costly treatment service and setting available; and the service is not experimental, investigational or cosmetic in nature |
| Medical Record | A single complete record which documents the entire treatment plan developed for, and medical services received by, the Enrollee including inpatient, outpatient, referral services and emergency medical services whether provided by Plan Providers or Outside Providers. |
| Members | Medicaid beneficiaries who have enrolled in a CCO under the MississippiCan |

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| | Program. |
| MississippiCAN | Mississippi's Medicaid coordinated care program for the following Medicaid eligibility categories: <ul style="list-style-type: none"> • Pregnant women • Children under the age of one (1) year • Select Targeted, High cost Medicaid Beneficiaries |
| MississippiCAN Covered Services | The services identified in Attachment IV, which the Contractor agrees to provide to all Enrollees pursuant to the terms of this Contract. Benefits to which a regular Medicaid beneficiary is entitled under the Mississippi Medicaid Program. (Please refer to DOM website http://www.medicaid.ms.gov/ .) |
| NAIC | National Association of Insurance Commissioners. |
| Network Providers | Providers who have signed participating provider contracts with MississippiCAN CCOs. |
| Non-Covered Services | Health care services which the PHM Contractor is not required to Provide under the terms of this Contract. |
| Non-Emergency Transportation | Transportation for recipients to receive medical services on a non-emergency basis. |
| Non-Participating/Out of Network Providers | Providers who have not signed a provider agreement with a MississippiCAN CCO. |
| Offerer | Coordinated Care organizations that have been selected to participate in the MississippiCAN program. |
| Outside Provider | Any person or entity providing Covered Services on behalf of the PHM Contractor that is not directly employed by or through the PHM Contractor or any of its subcontractors. |
| Plan | The prepaid health care benefits Plan developed by the PHM Contractor for the provision of Covered Services to Enrollees pursuant to this Contract. |
| Plan Provider | Any person or entity providing Covered Services on behalf of the PHM Contractor that is directly employed by or through the PHM Contractor or any of its subcontractors. |
| Primary Care Provider | Any physician or health care practitioner or group operating within the scope of his or her licensure who is responsible for supervising, prescribing and providing primary care and primary case management services in the MississippiCAN program, whose practice is limited to the general practice of medicine or who is an Internist, Pediatrician, Obstetrician, Gynecologist, Family Practitioner, General Practitioner, Certified Nurse Practitioners whose specialties are pediatrics, adult, family, certified nurse mid-wives, OB-GYN, or a physician assistant. |
| Prior Authorization of Services | A prior determination to approve a providers request to provide a service or course of treatment of a specific duration and scope to a beneficiary prior to the initiation or continuation of the service. |

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| Quality Management | A formal set of activities to review and improve the quality of services by a Provider or providers, assuring that health care services provided to Enrollees are appropriate, timely, accessible, available and medically necessary. Quality Management includes quality assessment and corrective actions to remedy any deficiencies identified in the quality of direct patient, administrative, and support services. |
| Redetermination Date | The date when Medicaid eligibility requirements are reviewed to ensure the member is able to continue receiving benefits. |
| Reinsurance | Private insurance purchased by the CCO to protect against individual high cost cases and/or aggregate high cost. Insurance purchased by a PHM Contractor from insurance companies to protect against part of the costs of providing Covered Services to Enrollees. |
| Reserve Account | An account established pursuant to Section 8.7 into which a portion of the payments made by the Division are deposited and held as security for any refund or liquidated damages due the Division. |
| RHCs | The Rural Health Clinics (RHCs) program is intended to increase primary care services for Medicaid and Medicare patients in rural communities. RHCs can be public, private, or non-profit. RHCs receive enhanced reimbursement rates for providing Medicaid and Medicare services in rural areas. RHCs must be located in rural, underserved areas and must use midlevel practitioners. |
| Risk | A significant chance of loss assumed by the PHM Contractor which arises If the cost of providing Covered Services to Enrollees exceeds the capitation rate paid by the Division to the PHM Contractor pursuant to this Contract. |
| Risk Assessment | Medical assessment performed by a physician, a nurse practitioner, physician assistant, or a certified midwife to determine perinatal-risk status of pregnant women and infants one and under. The purpose of the assessment is to identify pregnant women who are at high risk for preterm delivery and poor pregnancy outcome; and infants at high risk for mortality and morbidity. |
| Savings | The amount remaining after deducting the PHM Contractor's cost of providing Covered Services from the capitation rate paid by the Division. |
| State Medicaid Fraud Control Unit | A Unit of the Attorney General's office. This Unit has the mission of investigating and prosecuting criminal cases of fraud in the Mississippi Medicaid program. |
| Subcontract | An agreement approved in writing by the Division which is entered into by the PHM Contractor. |
| Subcontractors | Entities with which CCOs contract to provide contractually required services. |
| Target Population | The following Medicaid eligibility categories comprise the target population: <ul style="list-style-type: none"> • Pregnant women • Children under the age of one (1) year • Select Targeted, High cost Medicaid Beneficiaries. |
| Third Party Liability/Resources | Any resource available to a Enrollee for the payment of medical expenses associated with the provision of Covered Services, other than those which |

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| | are exempt under Title XIX of the Act, including but not limited to, insurers and workers' compensation plan. |
| Urgent Care | Services that are urgently needed and the failure to provide them promptly or to continue them may cause deterioration or impair improvement in condition, including but not limited to: inpatient services, home health care, pharmaceuticals, therapy services, or surgery. |
| Wellness Programs | Comprehensive health programs designed to maintain a high level of well being through proper diet, light exercises, stress management, and illness prevention. |

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 subrecipients 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

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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 calendar days after such conviction;

e) Notifying the agency in writing, within ten 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 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

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

Contract

Data Book