



## REQUEST FOR PROPOSALS

Mississippi Children's Health Insurance Program  
RFP#20150130-CC

Contact:

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Due Dates:

Questions & Letter of Intent  
E-MAIL or HAND DELIVERY  
5:00 PM Central Daylight Time, February 20, 2015

Answers Posted to Internet [www.medicaid.ms.gov](http://www.medicaid.ms.gov).  
5:00 PM Central Daylight Time, February 27, 2015

Sealed Proposals  
MAIL or HAND DELIVERY ONLY  
5:00 PM Central Standard Time, March 27, 2015

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## 1 SCOPE OF WORK

### 1.1 PURPOSE

The Mississippi Division of Medicaid (DOM), in the Office of the Governor, an administrative agency of the State of Mississippi issues this Request for Proposals, hereafter referred to as the RFP, to solicit offers from responsible offerors to provide services for statewide administration of the Mississippi Children's Health Insurance Program (CHIP) as a coordinated care program for Mississippi children that has been implemented to address the following goals:

- **Improve access to needed medical services:** This goal will be accomplished by connecting Members with a Medical Home, increasing access to Providers and improving Members' use of primary and preventive care services.
- **Improve quality of care:** This goal will be accomplished by providing systems and support services, including care coordination and other programs that will allow Members 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.

DOM's contract with its previous CHIP Contractor expired on December 31, 2014, and DOM executed emergency contracts with two CCOs to prevent disruption in care while this procurement and contract implementation are in process. DOM plans to procure two (2) CCOs through this procurement. Note that this RFP includes services related to CHIP only and does not include the MississippiCAN Program, which is the State's Medicaid coordinated care program for children and adults.

### 1.2 PROCUREMENT OVERVIEW

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

**Figure 1: RFP and Procurement Timetable**

Date	Process
January 30, 2015	Release RFP for Bids
February 20, 2015	Deadline for Letter of Intent and Written Questions
February 27, 2015	Response to Questions Posted
March 27, 2015 at 5:00 p.m. CDT	Proposal Deadline
March 30 – April 3, 2015	Evaluation of Proposals
April 20-24, 2015	Executive Review and Award
May 1-15, 2015	Contracts Signed and Notarized
July 1, 2015	Contract Implementation (effective date for provision of Member services)

### **1.2.1 Mandatory Letter of Intent**

The Offeror is required to submit a Letter of Intent to bid. The Letter of Intent is due by 5:00 p.m. CDT via e-mail or hand delivery on March 27, 2015, and should be sent or delivered to:

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

The Letter of Intent shall be on the official business letterhead of the Offeror and must be signed by an individual authorized to commit the Offeror to the work proposed. Submission of the Letter of Intent shall not be binding on the prospective Offeror to submit a proposal. However, an Offeror that does not submit a Letter of Intent by 5:00 p.m. CDT, February 20, 2015, will not thereafter be eligible to proceed in the procurement process.

Any RFP amendments will be posted on DOM's procurement Website, <http://www.medicaid.ms.gov/resources/procurement/>. After February 20, 2015, notification of RFP amendments will be sent to Offerors that have submitted a Letter of Intent.

### **1.2.2 Procedure for Submitting Questions**

Multiple questions may be submitted using the template at <http://www.medicaid.ms.gov/resources/procurement/>. The deadline to submit questions is 5:00 p.m. CDT on February 20, 2015. Written answers will be available no later than 5:00 PM CDT, February 27, 2015, via DOM's procurement Website, <http://www.medicaid.ms.gov/resources/procurement/>. Questions and answers will become part of the final Contract as an attachment. Written responses provided for the questions will be binding.

Questions should be sent to:

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

### **1.2.3 Proposal Submission Requirements**

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

Proposals for the RFP must be submitted in three-ring binders with components of the RFP clearly tabbed. An original and six (6) copies of the Proposal under sealed cover must be received by DOM no later than 5:00 p.m. CDT, on March 27, 2015. The Offeror must also submit one (1) copy of the Proposal and one (1) redacted copy of the Proposal on CD in a single document in a searchable Microsoft Word or Adobe Acrobat (PDF) format, in accordance with Section 5.1 of this RFP.

Any proposal received after March 27, 2015 at 5:00 p.m. CDT will be rejected and returned unopened to the Offeror. Proposals should be delivered to:

**Mississippi CHIP**  
**RFP # 20150130-CC**  
Office of the Governor – Division of Medicaid

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

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

RFP # 20150130-CC  
Proposal  
(Name of Offeror)

As the proposals are received, the sealed proposals will be date-stamped and recorded by DOM. The Offeror is responsible for ensuring that the sealed competitive proposal is delivered by the required time and to the required location and assumes all risks of delivery. A facsimile proposal will not be accepted. Each original proposal must be signed in blue ink by an official authorized to bind the Offeror to the proposal provisions. Proposals and modifications thereof received by 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.

### **1.3 PROGRAM OVERVIEW AND HISTORY**

#### **1.3.1 History of Program**

The Federal Children's Health Insurance Program (CHIP) was established under Title XXI of the Social Security Act. CHIP is designed to provide health coverage to children in families with incomes too high to qualify for Medicaid but unable to afford private coverage. Mississippi's CHIP is established by Miss. Code Ann. § 41-86-1, *et seq.* (1972, as amended). The State and School Employees' Health Insurance Management Board (HIMB) historically administered CHIP; however, effective January 1, 2013, the CHIP and the contract for insurance services were transferred from the HIMB to DOM through Miss. Code Ann. § 41-86-9 (1972, as amended). DOM is currently responsible for the implementation and administration of CHIP in accordance with Federal and State laws. Additional information about Mississippi's CHIP program can be found at: <http://www.medicaid.ms.gov/programs/childrens-health-insurance-program-chip/>.

The HIMB selected Blue Cross & Blue Shield of Mississippi through a competitive bidding process. Blue Cross & Blue Shield of Mississippi provided services to Members from January 1, 2000 to December 31, 2009. UnitedHealthcare of Mississippi, Inc., was the successful bidder in the subsequent procurement and began managing CHIP on January 1, 2010 through a contract that expired on December 31, 2014. Beginning on January 1, 2015, DOM entered into an emergency contract with two (2) entities, UnitedHealthcare of Mississippi, Inc. and Magnolia Health Plan, Inc., to provide services to CHIP Members until June 30, 2015. The decision to execute two contracts was based on the Centers for Medicare and Medicaid Services (CMS) requirement that specifies states are to contract with at least two managed care entities or a managed care entity and an alternative system to provide CHIP benefits.

#### **1.3.2 Geographic Coverage**

CHIP operates in all 82 counties in the State of Mississippi for all eligible beneficiaries. CCOs contracted to provide services will operate statewide.

#### **1.3.3 Program Enrollment**

According to 2010 Census reports, there are 849,495 children less than 19 years of age in the State of Mississippi. As of August 2014, 70,973 children were enrolled in CHIP in Mississippi. Enrollment decreased to

approximately 50,300 on December 1, 2014, when approximately 24,000 children traditionally served through CHIP were transitioned to the Mississippi Medicaid Program due to federally required changes in modified adjusted gross income (MAGI) methodology required by the Patient Protection and Affordable Care Act (PPACA) of 2010, as amended.

As shown in Figure 2, certain populations have the option to enroll in CHIP if they meet income and age criteria.

**Figure 2. Eligible Populations for CHIP**

Populations	Income Level
Birth to Age One (1) Year	194% FPL to 209% FPL
Ages One (1) to Six (6) Years	133% FPL to 209% FPL
Age Six (6) to Nineteen (19) Years	133% FPL to 209% FPL

At the time of eligibility redetermination, Members in the above eligibility categories will be disenrolled from CHIP under any of the following circumstances:

1. No longer qualifies for CHIP under one of the eligibility categories in the eligible population;
2. Becomes eligible for Medicaid coverage;
3. Becomes institutionalized in a public institution or enrolled in a waiver program; or
4. Becomes eligible for Medicare coverage.

At any time, the Member must be disenrolled from CHIP and the CCO if the Member:

1. No longer resides in the State of Mississippi;
2. Is identified as pregnant and verified by DOM;
3. Is determined to have Creditable Coverage by DOM;
4. Is deceased; or
5. Becomes a Custodial Nursing Home resident.

### **1.3.4 Covered Services**

The CCO must provide, at a minimum, the comprehensive package of CHIP services outlined in Exhibit B, Covered Services, of Attachment 3, Draft Contract to all CHIP Members.

### **1.3.5 Capitated Coordinated Care Organizations' Rates**

DOM will contract with each selected CCO using a full risk arrangement and will pay each CCO a prepaid monthly capitation payment to cover all services included in Attachment 3, Draft Contract. Capitation rates are reviewed annually. DOM currently reimburses each CCO two hundred sixty-three dollars and zero cents (\$264.83) per member per month for each enrolled Member.

## **1.4 MAJOR PROGRAM ELEMENTS**

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



### 1.4.1 Coordinated Care Organizations

While the number of awards is at the sole discretion of DOM, it intends to contract with two (2) CCOs, selected through a competitive process. Should DOM select new CCOs with which to contract, DOM may modify current enrollment procedures for Members based on the selection scenario that occurs. Figure 3 below provides scenarios that could result from the procurement along with potential enrollment procedures that DOM may implement. Members may select a CCO upon application to DOM for CHIP, but will be auto-enrolled in a CCO if the Member does not make a selection. During the first ninety (90) days of enrollment in CHIP, the Member will have the opportunity to switch CCOs one time, which is referred to as the open enrollment period. For any scenario, DOM will provide all Members information required by Federal regulations.

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

**Figure 3. Potential Selection Scenarios and Enrollment Processes**

Procurement Scenarios	Potential Enrollment Processes
2 current CCOs (as of January 1, 2015)	<ul style="list-style-type: none"><li>• Current process</li></ul>
1 current CCO, 1 new CCO	<ul style="list-style-type: none"><li>• Maintain current membership in current CCO</li><li>• Assign membership of prior CCO to new CCO</li><li>• Allow open enrollment period</li><li>• Use current Auto-Enrollment process</li></ul>
2 new CCOs	<ul style="list-style-type: none"><li>• Allow open enrollment period</li><li>• Use current Auto-Enrollment process</li></ul>

### 1.4.2 Enrollment and Disenrollment

DOM has implemented an Enrollment process for CHIP that:

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

DOM contracts with a Fiscal Agent to provide designated Enrollment broker responsibilities to assist DOM with activities related to Enrollment, Disenrollment, and CCO transfers. Contracted CCOs will be required to coordinate with DOM's Fiscal Agent as specified by Attachment 3, Draft Contract.

### 1.4.3 Benefits

The CCO will provide a comprehensive package of services that includes, at a minimum, the current CHIP benefits, in accordance with the State Child Health Plan, which is available at: [http://www.medicaid.ms.gov/wp-content/uploads/2014/01/SPA\\_CHIP7.pdf](http://www.medicaid.ms.gov/wp-content/uploads/2014/01/SPA_CHIP7.pdf). CHIP Members will have a financial liability for certain services, up to an Out-Of-Pocket Maximum shown in Figure 4, based on their income level as further described in Section 5.L, Member Financial Liability, of Attachment 3, Draft Contract.

**Figure 4. Allowable Cost Sharing by Federal Poverty Level (FPL)**

Requirement	≤150% FPL	151% to 175% FPL	176% to 209% FPL
Per Physician Visit	None	\$5.00	\$5.00
Per Emergency Room Visit	None	\$15.00	\$15.00
Out-of-Pocket Maximum	N/A	\$800.00	\$950.00

The CCO shall ensure that all covered services are available to Members and that no incentive is provided, monetary or otherwise, to Providers for withholding from Medically Necessary Services for all the Members.

The CCO shall have procedures for processing requests for initial and continuing authorizations of services. Decisions to deny a service prior authorization or to authorize a service in an amount, duration, or scope that is less than requested must be made by a physician.

#### **1.4.4 Member Services**

The CCO will operate a dedicated Member services call center to respond to Members' inquiries, issues, or referrals. The CCO will also operate a toll-free dedicated behavioral health call center, which may be provided as part of the Member services call center. The Member services call center must operate during regular business hours (8:00 a.m. to 5:00 p.m. CST, Monday through Friday), one evening per week (5:00 p.m. to 8:00 p.m. CST), and one weekend per month with the exception of Mississippi State holidays, to address non-emergency problems encountered by Members. The CCO will also conduct reviews of and assess Member services call center performance to ensure compliance with customer care guidelines. The CCO will also operate a nurse advice line for both call centers to receive, identify, and resolve in a timely manner emergency Member issues on a twenty-four (24) hour, seven (7) day-a-week basis.

The CCO is also responsible for providing Member education and distributing Member Handbooks, Member identification cards, and Provider Directories. The CCO must provide the Member Handbook to each Member along with a cover letter providing a summary of its contents. The CCO shall notify all Members of their right to request and obtain the information specified in the Member Handbook. The Member Handbook must include information such as, procedures to follow if Member wishes to change CCOs, primary care provider (PCP) roles and responsibilities, making appointments and accessing care, information regarding Member services, and information about choosing and changing PCPs.

The CCO must submit an annual health education and prevention work plan and provide quarterly updates to DOM for approval. Additionally, all Member materials require advance approval from DOM. The CCO will also maintain a non-secure internet website for Members to provide general and up-to-date information on CHIP, the CCO's Provider Network, its services, Grievances and Appeals information, Member Handbooks, and other key resources.

#### **1.4.5 Provider Network**

The CCO must develop and maintain a Provider Network that includes all types of CHIP Providers and the full range of medical specialties necessary to provide the covered benefits, including contracts with out-of-state providers for Medically Necessary Services. In establishing its Provider Network, the CCO must contract with Federally Qualified Health Centers (FQHCs) and Rural Health Centers (RHCs). In addition to maintaining in its network a sufficient number of Providers to provide all services to its Members, the CCO shall meet the geographic access standards specified by DOM. As access to non-hospital-based emergency care is an issue of concern, the CCO must include non-hospital urgent and emergent care Providers in their networks. CHIP

Providers are not required to enroll as Medicaid Providers. DOM must approve the CCO's Provider Network prior to implementation, and after on an on-going basis (e.g., quarterly, upon request).

#### **1.4.6 Provider Services**

The CCO will operate a Provider services call center at a minimum during business hours (8:00 a.m. to 5:00 p.m. CST, Monday through Friday). The CCO will develop and maintain a Provider manual for network Providers, including access via a non-secure internet website. The CCO will also provide training to all Providers and their staff regarding requirements of this RFP and the special needs of Members, including Well-Baby and Well-Care services. The CCO will also conduct reviews of and assess Provider services call center performance to ensure compliance with customer care guidelines. As part of the CCO's internet website for CHIP, the CCO will dedicate a section of its website for Provider services including a Provider portal.

#### **1.4.7 Care Management**

The CCO will provide Care Management using a set of Member-centered, goal-oriented, culturally relevant, and logical steps to assure that a Member receives needed services in a supportive, effective, efficient, timely, and cost-effective manner in accordance with Section 8, Care Management of Attachment 3, Draft Contract. The CCO will participate as a partner with Providers and Members in arranging for the delivery of healthcare services that improve health status in a cost-effective way.

DOM expects each CCO to:

- Encourage all Members to select a Medical Home;
- Conduct detailed health risk assessments within thirty (30) calendar days for Members newly assigned to High or Medium risk levels as a result of referral and/or predictive modeling; and
- Complete treatment plans for Members, as appropriate.

All Members will have access to Care Management, which will include services and supports to promote continuity of care, transition of care, and discharge planning. The CCO will be required to submit a preliminary work plan and description of its Care Management programs. DOM must review and approve all Care Management programs, including criteria and procedures, prior to implementation by the CCO, and upon updates thereafter. A description of Care Management systems and protocols shall be provided in the Provider manual. When applicable, the CCO may need to coordinate care and care management with other CCOs, particularly when Members transition to the Medicaid program and/or the other CCO.

#### **1.4.8 Quality Management**

The CCO will implement a quality management program, which should assess actual performance to ensure that Members are receiving medically appropriate care on a timely basis that results in positive or improved outcomes. The CCO will be required to integrate a Grievance and Appeals process to support the delivery of high quality Member-centered care. The CCO must receive approval of all quality management strategies, criteria, and procedures by DOM prior to implementation, and on an annual basis thereafter. Additionally, the CCO will develop a comprehensive utilization management program to ensure the Medical Necessity of all services provided.

Furthermore, the CCO's quality management program will identify opportunities for improved quality and initiate programs that achieve improvements by using evidence based medicine and practice guidelines. These activities include using data to establish baselines, measure performance, and identify performance improvement opportunities. The CCO will comply with DOM's quality management and performance measurement requirements to improve the health outcomes for all Members. DOM will primarily adopt the Children's Health Insurance Program Reauthorization Act (CHIPRA) Quality Measures as its performance measures for CHIP. However, DOM may consider adopting other quality and performance measures which best fit the needs of the

Members. Based on the selected quality and performance measures, DOM will establish minimum requirements and use reporting requirements to monitor CCO performance, as outlined in Attachment 4, CHIP Performance Measures.

#### **1.4.9 Prepaid Capitation Payments**

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

Capitation rates are developed for each State fiscal year using the following adjustments:

- CCO financial reporting;
- Historical and projected utilization and cost trends; and
- CHIP benefit changes.

In the event any change occurs in Federal law, Federal regulations, State law, State regulations, State policies, or State CHIP plan coverage, and DOM determines that these changes impacted materially on pricing, DOM reserves the right to amend rates paid to Contractors.

#### **1.4.10 Administrative Requirements**

The CCO will maintain an Administrative Office within fifteen (15) miles of DOM's High Street location in Jackson, Mississippi. This office must have space for DOM staff to work. In addition, the CCO must demonstrate that it has information systems in place to meet all of the operating and reporting requirements of the proposed program, as well as all of the reporting requirements of DOM, including collecting and pursuing Third Party Liability payments. These systems must be fully operational and able to submit encounter claims to DOM prior to the CHIP's "Contract Implementation" date designated by DOM.

The CCO will be responsible for processing claims within ninety (90) calendar days of receipt unless pended for additional information or to determine Medical Necessity. The CCO will be required to submit complete, accurate, and timely encounter data to DOM which allows DOM to monitor the program. A CCO that does not meet standards will be penalized each month through liquidated damages in accordance with Section 15.E, Liquidated Damages, of Attachment 3, Draft Contract when encounter data is not submitted or not submitted in compliance with DOM's requirements. The CCO will also be required to have internal controls, policies and procedures, and a compliance plan to guard against Fraud, Waste, and Abuse, in compliance with State and Federal requirements.

### **1.5 CONTRACT COMPLIANCE AND MONITORING**

#### **1.5.1 Contract Compliance**

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

CCOs will ensure that CHIP services conform to all applicable Federal and State requirements. CMS recently announced the review of current managed care regulations and anticipates proposed changes will be available for comment in early 2015. DOM will review changes when finalized to incorporate into Attachment 3, Draft Contract, to comply with required Federal regulations.

### **1.5.2 Contract Monitoring**

DOM will monitor the performance of the CCO against Contract requirements in reviews and will require the CCO to submit reports monthly, quarterly, semi-annually, annually, and on ad hoc basis, participate in meetings as necessary, and provide additional supporting documentation as requested. The reviews will encompass all aspects of the program, including operational, quality, clinical, care management, and financial expectations.

DOM will require the CCO to submit routine and ad hoc reports about all aspects of its operations to support DOM on-site and desk reviews, and subsequent follow-up.

When DOM establishes that the CCO is out of compliance, the CCO may be required to provide corrective action plans to ensure that the goals of the program are met. DOM will levy penalties commensurate with the offense, at its discretion in accordance with Section 15.E, Liquidated Damages, of Attachment 3, Draft Contract. Please refer to Section 15, Non-Compliance and Termination, of Attachment 3, Draft Contract, for additional requirements related to corrective action and penalties.

The Joint Committee on Performance Evaluation and Expenditure Review (PEER) may perform a comprehensive performance evaluation to determine cost savings, quality of care, and access to care, and the CCO and any Subcontractors are required to comply with the requirements of those performance evaluations.

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## **2 AUTHORITY**

This RFP is issued to facilitate the management of CHIP, which is a program authorized by Title XXI of the Social Security Act, as amended and implemented through Federal regulations issued under the authority thereof, and under the provisions of the Miss. Code Ann. § 41-86-1, *et. seq.* (1972, as amended), which establishes the Mississippi CHIP and conveys upon DOM the authority set forth in Miss. Code. Ann. §43-13-101, *et. seq.* (1972, as amended) in administering CHIP. All Offerors are charged with presumptive knowledge of all requirements of any and all applicable authorities. The submission of a valid proposal by an Offeror shall constitute admission of such knowledge on the part of each Offeror. Any proposal submitted by an Offeror that fails to meet any published requirement of the cited authorities may, at the option of DOM, be rejected without further consideration.

### **2.1 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.

### **2.2 PROCUREMENT APPROACH**

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

### **2.3 ACCURACY OF STATISTICAL DATA**

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

### **2.4 ELECTRONIC AVAILABILITY**

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

This RFP and RFP Questions and Answers (following official written release) will be posted on the bids/proposals page of DOM's Website at <http://www.medicaid.ms.gov/resources/procurement/>.

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

DOM's Website is <http://www.medicaid.ms.gov>. The Website contains information regarding CHIP Eligibility and other information.

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



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

### **3 PROCUREMENT PROCESS**

#### **3.1 APPROACH**

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

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

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

Submission of a proposal constitutes acceptance of the conditions governing the procurement, including the capitation rates and the evaluation factors contained in Section 6 of this RFP, and constitutes acknowledgment of the detailed descriptions of Mississippi CHIP.

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.

#### **3.2 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 the State of 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 Attachment 3, Draft 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 Attachment 3, Draft Contract, and to complete the work or furnish the items contemplated.

### **3.3 RULES OF PROCUREMENT**

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

#### **3.3.1 Restrictions on Communications with 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 Procurement Officer, Theresa King.

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

#### **3.3.2 Amendments to this Request for Proposals**

DOM reserves the right to amend the RFP and its requirements at any time. All amendments will be posted to DOM's Website at <http://www.medicaid.ms.gov/resources/procurement/>. After February 17, 2015, Offerors submitting a Letter of Intent will be notified when amendments are released.

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

#### **3.3.3 Cost of Preparing Proposal**

Costs of developing the proposals are solely the responsibility of the Offerors. DOM and the State of Mississippi 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 or the State of Mississippi. 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 or the State of Mississippi.

#### **3.3.4 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 and the State of Mississippi.

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

When DOM makes a determination to waive minor irregularities, 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 a Contract to the Offeror whose proposal is responsive to the solicitation and is most advantageous to DOM and the State of Mississippi in quality and other factors considered.



### **3.3.5 Rejection of Proposals**

The State reserves the right to reject any and all proposals, to negotiate with the best proposed Offeror to address issues other than those described in the proposal, or not to make any award if it is determined to be in the best interest of the State.

Discussions may be conducted with Offerors who submit proposals determined to be reasonably susceptible of being selected for award. Proposals may also be accepted without such discussions. A proposal may be rejected for failure to conform to the rules or the requirements contained in this RFP. Proposals must be responsive to all requirements of the RFP in order to be considered for Contract award. 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, the following:

1. The proposal contains unauthorized amendments to the requirements of the RFP.
2. The proposal is conditional.
3. The proposal is incomplete or contains irregularities that make the proposal indefinite or ambiguous.
4. The proposal is not signed by an authorized representative of the party.
5. The proposal contains false or misleading statements or references.
6. The Offeror is determined to be non-responsible as specified in Section 3-401 of the Personal Service Contract Review Board Regulations.
7. The proposal ultimately fails to meet the announced requirements of the State in some material aspect.
8. The proposal is not responsive, i.e., does not conform in all material respects to the RFP.
9. The supply or service item offered in the proposal is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptability criteria set forth in the RFP.
10. The Offeror does not comply with the Procedures for Delivery of Proposal as set forth in the RFP.
11. The Offeror currently owes the State money.
12. The Offeror does not comply with Section 3.3.1 of this RFP related to communications with DOM staff.

### **3.3.6 Alternate Proposals**

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

### **3.3.7 Proposal Amendments and Withdrawal**

Prior to the proposal due date, a submitted proposal may be withdrawn by submitting a written request for its withdrawal to 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 one hundred eighty (180) calendar days from the proposal due date.

### **3.3.8 Disposition of Proposals**

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

### **3.3.9 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.

## **3.4 ORAL PRESENTATION**

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

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

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

## **3.5 NOTICE OF INTENT TO AWARD**

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

Award shall be made to the responsible Offeror or Offerors whose proposal is determined in writing to be the most advantageous to the State taking into consideration evaluation factors set forth in the RFP. The Notice of

Intent to Award shall be sent by mail, e-mail, or fax with reply confirmation to the successful Offeror. Unsuccessful Offerors will be notified in the same manner after the award has been accepted or declined.

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

## **3.6 POST-AWARD DEBRIEFING**

### **3.6.1 Debriefing Request**

Offerors may request a post-award debriefing, by email to the Procurement Officer, to be received by DOM within three (3) business days of notification of the contract award. The Offeror must submit a list of written questions simultaneously with its debriefing request. A debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the Offeror must notify DOM and identify the Offeror's attorney prior to the debriefing. DOM may include its own legal representation in the debriefing.

**Debriefings will not be held during the protest period. Offerors who submit a protest will not be granted a debriefing.**

### **3.6.2 Scheduling the Debriefing**

The debriefing may occur any time after the protest period has passed. The debriefing may be conducted during a face-to-face meeting, by telephone or by any other method acceptable to both DOM and the Offeror. The Procurement Officer or designee shall chair the meeting, and where practicable, may include other staff with direct knowledge of the procurement. In no case may a debriefing occur more than thirty (30) days after the agency has awarded the contract.

### **3.6.3 Information to Be Provided**

The debriefing information may include the following:

1. Evaluation of significant weaknesses or deficiencies in the Offeror's proposal, if applicable;
2. The overall evaluated technical rating of the debriefed Offeror;
3. The overall ranking of all Offerors developed during the selection process;
4. A summary of the rationale for award; and,
5. Reasonable responses to relevant questions as submitted by the debriefed Offeror with its request for debrief. Questions may pertain to selection procedures contained in the RFP, applicable regulations, and other applicable authorities that were followed.

### **3.6.4 Information Which Will Not Be Provided**

The debriefing shall not include point-by-point comparisons of the debriefed Offeror's proposal with those of other Offerors. Moreover, DOM shall not reveal any information prohibited by law and/or the following:

1. Trade secrets as identified by the Offeror;
2. Privileged or confidential processes and techniques as identified by the Offeror;

3. Commercial and financial information that is privileged or confidential, to include Offeror's cost, breakdowns, profit, indirect cost rates, and similar information as identified by the Offeror; and/or
4. The names of individuals providing reference information about any Offeror's past performance.

DOM will not release copies of proposals or price information in the debriefing. These items may be requested through a Request for Public Information to DOM's Public Information Officer at [RFI@medicaid.ms.gov](mailto:RFI@medicaid.ms.gov).

### **3.7 PROTEST POLICY AND PROCEDURES**

#### **3.7.1 Form of the Protest**

Offerors who submit proposals in response to this RFP may protest the award of the Contract resulting from this RFP. Protests must be made in writing and must be received no later than seven (7) business days from the Notice of Non-Award. Protests should be addressed to DOM's Executive Director and must contain specific grounds for the protest. Supporting documentation may be included with the protest.

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

Only the following are acceptable grounds for protest:

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

Disallowed grounds include:

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

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

#### **3.7.2 Protest Bond**

Protests must be accompanied by a one hundred and fifty thousand dollars and zero cents (\$150,000.00) bond. The protest bond must be maintained through final resolution, whether at the agency level or through a court of appropriate jurisdiction.

DOM will return a protest bond if (1) the protesting Offeror withdraws its protest or (2) the bond is ordered to be returned by a court of competent jurisdiction. In the event DOM finds that an Offeror's protest has no merit, DOM shall at its own discretion retain all or a percentage of the submitted bond.

### **3.7.3 DOM's Responsibilities Regarding Protests**

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

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

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

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## **4 TERMS AND CONDITIONS**

### **4.1 GENERAL**

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

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

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

### **4.3 TERM OF CONTRACT**

DOM will award a Contract based on proposals. The Contract period begins July 1, 2015 and shall terminate on June 30, 2017. DOM has, under the same terms and conditions as the existing Contract, the option for two (2) one-year extensions. Refer to Section 1.A, Term, of Attachment 3, Draft Contract, which outlines the term of the Contract.

#### **4.3.1 Applicable Law**

The Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of laws provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. Contractor shall comply with applicable Federal, State, and local laws and regulations.

Refer to Section 1.C, State and Federal Law, of Attachment 3, Draft Contract, which outlines applicable laws and litigation requirements.

#### **4.3.2 Assignment of the Contract**

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

#### **4.3.3 Stop Work Order**

1. *Order to Stop Work:* The DOM Contract Officer may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by the executed Contract. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Contract Officer 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 the executed Contract.
2. *Cancellation or Expiration of the Order:* If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires,

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, if:

- a. The stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of the executed Contract; and
  - b. Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Contract Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under the executed Contract.
3. *Termination of Stopped Work:* If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.
4. *Adjustments of Price:* Any adjustment in Contract price made pursuant to this clause shall be determined in accordance with the price adjustment clause of the executed Contract.

#### **4.3.4 Termination of Contract**

It is expressly understood and agreed that the obligation of DOM to proceed under this RFP 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 RFP are, at any time, not forthcoming or insufficient, either through the failure of the Federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise available to DOM, DOM shall have the right upon ten (10) working days written notice to Contractor, to terminate the executed Contract without damage, penalty, cost, or expenses to DOM of any kind whatsoever. The effective date of termination shall be as specified in the Notice of Termination.

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

#### **4.3.5 Procedure on Termination**

Refer to Section 15.J, Procedure on Termination, of Attachment 3, Draft Contract, which outlines the notice of termination, Contractor responsibilities, and DOM responsibilities.

#### **4.3.6 Excusable Delays**

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

### **4.4 NOTICES**

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

### **4.5 SUBCONTRACTING**

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

## **4.6 PROPRIETARY RIGHTS**

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

### **4.6.1 Records Retention Requirements**

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

### **4.6.2 Right of Inspection**

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

### **4.6.3 Ownership of Documents**

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

### **4.6.4 Ownership of Information and Data**

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

### **4.6.5 Licenses, Patents and Royalties**

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

## **4.7 REPRESENTATION REGARDING CONTINGENT FEES**

The Contractor represents 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, except as disclosed in the Contractor's bid or proposal.

## **4.8 E-PAYMENT**

If applicable, Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. DOM agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies," which generally provides for payment of undisputed amounts by DOM within forty-five (45) days of receipt of invoice, as required by Miss. Code Ann. § 31-7-305 (1972, as amended).

## **4.9 INTERPRETATIONS/CHANGES/DISPUTES**

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

### **4.9.1 Conformance with Federal and State Regulations**

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



#### **4.9.2 Waiver**

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

#### **4.9.3 Contract Variations**

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

#### **4.9.4 Disputes**

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

#### **4.9.5 Cost of Litigation**

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

#### **4.9.6 Attorney Fees**

Refer to Section 16.J.2, Attorney Fees, of Attachment 3, Draft Contract, which outlines requirements regarding attorney's fees.

#### **4.9.7 Change Orders and/or Amendments**

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

### **4.10 INDEMNIFICATION**

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

### **4.11 STATUS OF THE CONTRACTOR**

#### **4.11.1 Conflict of Interest**

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

#### **4.11.2 Personnel Practices**

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

#### **4.11.3 Independent Contractor**

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

#### **4.11.4 Employment of DOM Employees**

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

#### **4.11.5 No Property Rights**

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

### **4.12 COMPLIANCE WITH LAWS**

Contractor understands that DOM is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by Federal, State, or local laws. All such discrimination is unlawful and Contractor agrees during the term of the Contract that Contractor will strictly adhere to this policy in its employment practices and provision of services. Contractor shall comply with, and all activities under the executed Contract shall be subject to, all applicable Federal, State of Mississippi, and local laws and regulations, as now existing and as may be amended or modified.

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

### **4.13 RISK MANAGEMENT**

#### **4.13.1 Workers' Compensation**

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

#### **4.13.2 Liability**

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

#### **4.13.3 Reinsurance for High Cost Claims**

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

### **4.14 CONFIDENTIALITY OF INFORMATION**

#### **4.14.1 Confidentiality of Member Information**

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

#### **4.14.2 Procurement Regulations**

The Contract shall be governed by the applicable provisions of the *Personal Service Contract Review Board Rules and Regulations*, a copy of which is available at 210 East Capitol Street, Suite 800, Jackson, Mississippi, 39201 for inspection, or downloadable at <http://www.mspb.ms.gov>.

#### **4.14.3 Release of Public Information**

Offerors must provide an electronic, single document version of proposals redacting those provisions of the proposal which contain trade secrets or other proprietary data which they believe may remain confidential in accordance with Miss. Code Ann. § 25-61-9 (1972, as amended) and other applicable state and federal law, if any.

Offerors should be aware that the redacted version of their proposals is considered public record and is subject to release by DOM pursuant to and in accordance with Miss. Code Ann. § 25-61-1, *et seq.* (1972, as amended).

In the event that either party to the executed Contract 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 the executed Contract. The parties agree that this provision is subject to and superseded by Miss. Code Ann. §25-61-1, *et seq.* (1972, as amended) regarding Public Access to Public Records.

#### **4.14.4 Transparency**

The executed Contract, including all Offerors' proposals and any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," and its exceptions. See Miss. Code Ann. §§ 25-61-1, *et seq.* (1972, as amended), and other applicable state and federal law, if any. In addition, the executed Contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Miss. Code Ann. §§ 27-104-151, *et seq.* (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, a copy of this executed Contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Any information identified by the Contractor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by State or Federal law or outside the applicable freedom of information statutes will be redacted by Contractor.

#### **4.14.5 Paymode**

If applicable, payments by State agencies shall be made and remittance information provided electronically as directed by the State. These payments shall be deposited into the bank account of Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any time during the term of the executed Contract. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

### **4.15 THE CONTRACTOR COMPLIANCE ISSUES**

#### **4.15.1 License Requirements**

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

#### **4.15.2 Ownership and Financial Disclosure**

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

#### **4.15.3 Site Rules and Regulations**

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

#### **4.15.4 Small and Minority Businesses**

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

#### **4.15.5 Federal, State, and Local Taxes**

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

#### **4.15.6 Privacy/Security Compliance**

The Contractor must ensure that all work supports the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended, privacy and security rules and sign DOM's Business Associate Agreement (BAA) and Data Use Agreement (DUA) before contract execution, as well as any applicable Nondisclosure Agreement (NDA) as determined necessary by DOM. The BAA and DUA can be found on the Procurement Website at: <http://www.medicaid.ms.gov/resources/procurement/>.

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

#### **4.15.7 Environmental Protection**

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

#### **4.15.8 E-Verification**

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1 *et seq.* (1972, as amended). 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. Upon request of the State, and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

1. Termination of the executed Contract 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;
2. 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,
3. Both. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

#### **4.15.9 Lobbying**

The Contractor certifies, to the best of its knowledge and belief, that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal

loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

This certification is a material representation of fact upon which reliance is placed when entering into the executed Contract. Submission of this certification is a prerequisite for making or entering into the executed Contract imposed under 31 USC § 1352. Failure to file the required certification shall be subject to civil penalties for such failure.

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

#### **4.15.10 Bribes, Gratuities, and Kickbacks Prohibited**

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

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

The Bidder, Offeror, or Contractor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 (Gratuities) of the *Mississippi Personal Service Contract Review Board Rules and Regulations*.

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

#### **4.15.11 Acknowledgment of Amendments**

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid, by identifying the amendment number and date in the space provided for this purpose on the bid form, or by letter. The acknowledgment must be received by DOM by the time and at the place specified for receipt of bids.

#### **4.15.12 Certification of Independent Price Determination**

If applicable, the bidder certifies that the prices submitted in response to the solicitation have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to those prices, the intention to submit a bid, or the methods or factors used to calculate the prices bid.

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## **5 TECHNICAL PROPOSAL INSTRUCTIONS**

### **5.1 INTRODUCTION**

All proposals must be typewritten on standard 8 ½ x 11 paper (larger paper is permissible for charts, spreadsheets, etc.) with tabs delineating each section. An original and six (6) copies of the Proposal under sealed cover must be received by DOM. Offerors must also submit one (1) copy of the proposal and one (1) redacted copy of the Proposal on a CD in a single searchable document in Microsoft Word or Adobe Acrobat (PDF) format.

The Technical Proposal must include the following sections:

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

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

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

### **5.2 TRANSMITTAL LETTER**

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

1. Statement indicating that the Offeror is a corporation or other legal entity;
2. Statement confirming that the Offeror is registered to do business and in “Good Standing” with the State of Mississippi and providing their corporate charter number to work in Mississippi;
3. Statement confirming that the Offeror has been licensed or is in the process of being licensed by the Mississippi Department of Insurance accompanied by a copy of the license, or other State license and evidence of application for license in Mississippi;
4. Statement identifying the Offeror’s Federal tax identification number;

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5. Statement confirming that the Offeror has not been sanctioned by a State or Federal governmental entity within the last ten (10) years;
6. Statement confirming that the Offeror has experience in contractual services providing the type of services described in this RFP;
7. Statement confirming that the Offeror is not currently suspended or debarred under Federal law and regulations or any other state's laws and regulations;
8. Statement that, if the Offeror is awarded the Contract, the Contractor agrees that any lost or reduced Federal matching money resulting from unacceptable performance of a Contractor task or responsibility, as defined in this RFP, shall be accompanied by reductions in State payments to the Contractor;
9. Statement identifying any prior project where the Offeror was terminated before the final solution was operational and the reason for that termination;
10. Statement that no attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a proposal;
11. Statement that the Contractor **has or has not** (*use applicable word*) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this Contract;
12. Statement that the Offeror has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 of the Personal Service Contract Review Board Regulations;
13. Statement of Affirmative Action, that the Offeror does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or disability;
14. Statement identifying by number and date 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;
15. Statement that the Offeror has read, understands, and agrees to all provisions of this RFP without reservation;
16. Statement confirming that Offeror is able to provide all required components detailed in the Scope of Work from Attachment 3, Draft Contract;
17. Certification that the Offeror's proposal will be firm and binding for one hundred eighty (180) calendar days from the proposal due date;
18. Statement naming any outside firms responsible for writing the proposal;
19. Statement that the Contractor and all Subcontractors signed the Drug Free Workplace Certificate (Attachment 1);
20. Statement that the Offeror has included the signed DHHS Certification Regarding Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions (Attachment 2) with the Transmittal Letter;

21. If the use of Subcontractor(s) is proposed, a statement from each Subcontractor must be appended to the Transmittal Letter signed by an individual authorized to legally bind the Subcontractor and stating the general scope of work to be performed by the Subcontractor(s);
22. If any page is marked “Confidential” or “Proprietary” in the Offeror’s proposal, an explanation to DOM of how substantial competitive harm would occur if the information is released;
23. All proposals submitted by corporations must contain certifications by the secretary, or other appropriate corporate official other than the corporate official signing the corporate proposal, that the corporate official signing the corporate proposal has the full authority to obligate and bind the corporation to the terms, conditions, and provisions of the proposal;
24. Statement that the Offeror presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract, and it shall not employ, in the performance of this Contract, any person having such interest;
25. Statement that no public disclosure or news release pertaining to this procurement shall be made without prior written approval of DOM;
26. If the proposal deviates from the detailed specifications and requirements of the RFP, identification and explanation of these deviations. DOM reserves the right to reject any proposal containing such deviations or to require modifications before acceptance; and
27. A statement that the Offeror agrees to the language of DOM’s BAA and DUA, or has negotiated changes acceptable to DOM.

### **5.3 EXECUTIVE SUMMARY**

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

1. Proposed work plan;
2. Staff organizational structure;
3. Key personnel; and,
4. A brief discussion of the Offeror’s understanding of the Mississippi environment and CHIP requirements.

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

### **5.4 CORPORATE BACKGROUND AND EXPERIENCE**

The corporate background and experience section shall include for the Offeror details of the background of the company, its size and resources, details of corporate experience relevant to the proposed Contract, audited financial statements, and a list of all current or recent CHIP or related projects. The time frame to be covered should begin, at a minimum, in January 2009 through present date.

#### **5.4.1 Corporate Background**

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



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

If proposing to use Subcontractors or subsidiaries to provide any of the services in this RFP, Offeror will be responsible for a list and description of provided services of each Subcontractor (limited to one (1) page for each Subcontractor or subsidiary). Offeror will also provide an organization chart displaying the overall business structure, including how and where the proposed Subcontractors fit into the Offeror's organizational structure.

#### **5.4.2 Audited Financial Statements**

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

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

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

#### **5.4.3 Corporate Experience**

The corporate experience section must present the details of the Offeror's experience with the type of service to be provided by this RFP and CHIP experience. A minimum of three (3) corporate references are required for this type of experience. DOM will check references during the evaluation process at its option. Each reference must

include the name, address, and 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. Overlapping responsibilities on the same client's contract should be depicted so that they are easily recognized.

This section should include the experience of Subcontractors and must note when the item is the experience of the Subcontractor. The Offeror must provide for each experience:

1. The client's name;
2. Client references (including phone numbers);
3. Description of the work performed;
4. Time period of contract;
5. Total number of staff hours expended during time period of contract;
6. Personnel requirements;
7. Publicly funded contract cost; and,
8. Any contractual termination within the past five (5) years.

## **5.5 ORGANIZATION AND STAFFING**

### **5.5.1 Organization**

The Organization and Staffing section shall include project team organization, charts of proposed personnel, and positions, including reporting hierarchy, number of full-time equivalent (FTE) employees associated with each position for key staff, and job descriptions of key management personnel and care managers listed in Section 1.L, Administration, Management, Facilities and Resources of Attachment 3, Draft Contract. Offerors should also highlight any other needed staffing resources to meet Program requirements.

### **5.5.2 Key Staff Experience**

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

1. Experience in working with CHIP and Medicaid programs;
2. Experience in working with CHIP and Medicaid Managed Care Organizations;
3. Relevant training and accreditation; and
4. Experience in managing large-scale contractual service projects; include details and number of people supervised.

Resumes for identified key staff shall not exceed two (2) pages per person. In addition, the Offeror must provide a narrative description of the proposed staffing plan that details policies and plans, which describes staff recruitment and retention strategies as well as how the Offeror proposes to fill empty positions.

### **5.5.3 Responsibilities**

This section should discuss the anticipated roles of personnel during all phases of the Contract. All proposed key technical team leaders, including definitions of their responsibilities during each phase of the Contract (See Section 1.L, Administration, Management, Facilities, and Resources of Attachment 3, Draft Contract), should be included. In particular, the Offeror must highlight staff responsible for Care Management, Quality Management, and Fraud and Abuse detection. For Care Management staff, the Offeror must provide a proposed ratio of care managers to Members by Care Management risk level (e.g., low, medium, high) as part of the description of responsibilities.

### **5.5.4 Backup Personnel Plan**

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

## **5.6 OWNERSHIP AND FINANCIAL DISCLOSURE**

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

The Contractor shall abide by laws related to ownership and financial disclosure. Refer to Section 1.I, Ownership and Financial Disclosure, of Attachment 3, Draft Contract, which outlines relevant requirements.

### **5.6.1 Disclosures**

The Contractor must disclose all information in accordance with Section 1.I, Ownership and Financial Disclosure, of Attachment 3, Draft Contract.

### **5.6.2 Change of Ownership**

The Contractor must comply with all laws of the State of Mississippi and the Mississippi Department of Insurance requirements regarding change of ownership of the Contractor. The Contractor must notify DOM in writing of any ownership changes in accordance with Section 1.I, Ownership and Financial Disclosure, of Attachment 3, Draft Contract.

## 5.7 METHODOLOGY/WORK STATEMENT

Please respond to the questions contained in the chart below in this section of the RFP. These statements and questions relate directly to the Major Program Elements described in Section 1.4 of this RFP and related requirements set forth in Attachment 3, Draft Contract. The Offeror should repeat each statement/question and then follow with the response. Please respond completely but succinctly. When specified, page limits indicate the maximum length of a response. Offerors are encouraged to respond in fewer pages if that is possible. Answer “not applicable” to any item that is not relevant to your proposal.

**Figure 5. Work Statement Questionnaire**

#	Questions
<b>Eligibility and Enrollment</b>	
1.	Describe how you will utilize DOM’s eligibility and enrollment files to manage membership. Include the process for resolving discrepancies between these files and your internal membership records, including differences in Member addresses. (Limit to two (2) pages)
2.	Describe your proposed process for providing Members with information packets, including identification cards, within fourteen (14) calendar days of Enrollment. Include the following: <ul style="list-style-type: none"> <li>a. Language alternatives that will be available</li> <li>b. How you will comply with information requirements listed in Section 4.D, Contractor Member Information Packet of Attachment 3, Draft Contract</li> <li>c. Your proposed methods and creative approaches for obtaining correct Member addresses</li> <li>d. Process for following up with Members whose information packets or identification cards are returned</li> </ul> (Limit to three (3) pages, excluding copies of materials)
<b>Covered Services and Benefits</b>	
3.	Describe your proposed approach to inform Members about covered health services including Behavioral Health services. (Limit to two (2) pages)
4.	Describe your proposed approach to ensure children receive timely Well-Baby and Well-Child services, including vision screening, laboratory tests, and hearing screenings, according to the recommendations of the U.S. Preventive Services Task Force. Include the following: <ul style="list-style-type: none"> <li>a. An overview of related policies, procedures, and processes</li> <li>b. An overview of how you will encourage Members to obtain Well-Baby and Well-Child services</li> <li>c. How you anticipate the approach will improve health outcomes</li> <li>d. Your process for reminders, follow-ups, and outreach to Members</li> </ul> (Limit to three (3) pages)
5.	Describe enhanced benefits, if any, that you propose to provide to Members. (Limit to three (3) pages)
6.	Describe the policies, procedures, and processes you will implement specific to provision of the pharmacy benefit, including a discussion of how you will implement the Medicaid Program Preferred Drug List (PDL) and would propose interacting with DOM’s Pharmacy & Therapeutics (P&T) Committee and promote medication adherence to maintain continuity of care. (Limit to four (4) pages)

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#	Questions
7.	Describe your proposed exception process if a Provider or Member requests use of a non-preferred drug. (Limit to two (2) pages)
<b>Member Services</b>	
8.	Describe your Member services call center operations, including: <ul style="list-style-type: none"> <li>a. Location of operations (If out of state, describe how it will accommodate services for Mississippi)</li> <li>b. Specific internal standards for rates of response (e.g., live answer, incomplete calls, speed of answer, average length of call) and measures to ensure internal standards and DOM performance standards are met (specified in Section 6.A, Member Services Call Center of Attachment 3, Draft Contract) (DOM retains the right to approve all call center standards)</li> <li>c. Your process for assisting and communicating to Members regarding PCP selections</li> <li>d. The process to ensure that Member calls pertaining to immediate medical needs are properly handled</li> <li>e. Training program for call center employees including cultural competency and Care Management</li> <li>f. Process and methodology for providing performance reports required in Section 1.4.4 of this RFP</li> <li>g. For behavioral health, how you will provide crisis intervention and other telephone access twenty-four (24) hours per day, seven (7) days per week</li> </ul> (Limit to five (5) pages)
9.	Describe your proposed Member Grievance and Appeal process specifically addressing: <ul style="list-style-type: none"> <li>a. Compliance with Section 6.J, Member Grievance and Appeal Process and Exhibit E, Member Grievance and Appeal Process of Attachment 3, Draft Contract</li> <li>b. Process for Expedited Appeal</li> <li>c. Involvement of Members and their families in the Member Grievance and Appeal process</li> <li>d. How Member Grievance and Appeals are tracked and trended and how you use data to make program improvements</li> <li>e. Process to review decisions overturned in the Member Grievance Review by Independent External Review Organization and your approach to address any needed changes based on this review</li> </ul> (Limit to four (4) pages)
10.	Describe how you will develop and maintain a comprehensive health education program for Members, including: <ul style="list-style-type: none"> <li>a. An overview of the program, including accountable staff and proposed activities</li> <li>b. An overview of how you will use the Member Handbooks to communicate health education</li> <li>c. Your rationale for selecting areas of focus</li> <li>d. How you will ensure that materials are at a sixth (6<sup>th</sup>) grade reading level</li> <li>e. The language alternatives available to non-English speakers/readers</li> <li>f. How Members who are visually and/or hearing impaired will be accommodated</li> <li>g. How you will employ creative solutions to encourage participation in Member outreach and education activities</li> </ul> (Limit to five (5) pages)
11.	Describe your proposed process for maintaining a Provider directory that includes names, locations, telephone numbers, and non-English languages spoken by contracted Providers located near the Member and identifies PCPs and specialists that are not accepting new patients. (Limit to two (2) pages)

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#	Questions
<b>Provider Network</b>	
12.	<p>Explain your plan to develop a comprehensive Provider Network to ensure it meets DOM access and availability requirements for all covered benefits. Specifically include:</p> <ol style="list-style-type: none"> <li>Your recruitment strategy, including processes for identifying network gaps, developing recruitment work plans, and carrying out recruitment efforts</li> <li>Your strategy for retaining specialists and how you will provide access to specialists if not in the network</li> <li>Proposed method to assess and ensure the network standards outlined in the Draft Contract are maintained for all Provider types, including using GeoAccess to ensure network adequacy</li> <li>Your process for continuous network improvement, including the approach for monitoring and evaluating PCP compliance with availability and scheduling appointment requirements and ensuring Members have access to care if you lack an agreement with a key Provider type in a given geographic area</li> <li>How you will ensure appointment access standards are met when Members cannot access care within your Provider Network</li> </ol> <p>(Limit to eight (8) pages)</p>
13.	<p>Describe your proposed credentialing and re-credentialing process including meeting all applicable requirements of Attachment 3, Draft Contract, and overseeing Subcontractor credentialing and re-credentialing processes.</p> <p>(Limit to three (3) pages)</p>
14.	<p>Describe your proposed Provider Complaint, Grievance, and Appeal process specifically addressing:</p> <ol style="list-style-type: none"> <li>Compliance with Section 7.I, Provider Complaint, Grievance, and Appeal process of Attachment 3, Draft Contract</li> <li>How Provider Complaints, Grievances, and Appeals are tracked and trended and how you use data to make program improvements</li> </ol> <p>(Limit to three (3) pages)</p>
15.	<p>Explain your proposed process to maintain your Provider file with information about each Provider sufficient to support Provider payment including the ability to:</p> <ol style="list-style-type: none"> <li>Issue IRS 1099 forms</li> <li>Meet all Federal and DOM reporting requirements</li> <li>Cross reference to State and Federal identification numbers to identify and report excluded Providers</li> </ol> <p>(Limit to two (2) pages)</p>
16.	<p>Describe your proposed policies and procedures for addressing the loss of a large Provider group or health system, including:</p> <ol style="list-style-type: none"> <li>System used to identify and notify Members affected by Provider loss</li> <li>Automated systems and membership supports used to assist affected Members with Provider transitions</li> <li>Systems and policies used to maintain continuity of care of Members experiencing Provider transition</li> <li>Approach to cover membership needs with existing network resources following terminations</li> </ol> <p>(Limit to three (3) pages)</p>

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#	Questions
17.	Describe any Provider incentive programs you plan to implement to improve access and the quality of care. (Limit to two (2) pages)
18.	Provide your proposed approach to contracting with Providers who serve CHIP Members in Mississippi. Provide an example of how you have contracted with similar networks in Mississippi and/or other states, and identify related successes and challenges. Additionally, provide a work plan for how you plan to contract with Providers, identify accountabilities, and highlight timelines. (Limit to four (4) pages)
19.	Describe your Provider services call center operations including: <ul style="list-style-type: none"> <li>a. Hours of operation</li> <li>b. Location of operations (If out of state, describe how it will accommodate services for Mississippi)</li> <li>c. Specific internal standards for rates of response (e.g., live answer, incomplete calls, speed of answer, average length of call) and measures to ensure internal standards and DOM performance standards are met (specified in Section 7.H, Provider Services of Attachment 3, Draft Contract) (DOM retains the right to approve all call center standards)</li> <li>d. Training program for call center employees including cultural competency</li> <li>e. Process and methodology for providing performance reports required in Section 1.4.6 of this RFP</li> <li>f. A description of any plans to use electronic communication to respond to Provider inquiries</li> </ul> (Limit to three (3) pages)
<b>Care Management</b>	
20.	Describe your overall approach to Care Management, including the process and criteria used for Care Management for the CHIP population. Address the following issues in the response: <ul style="list-style-type: none"> <li>a. Identification of Members in need of Care Management for Members, including the use of software or tools</li> <li>b. Creative methods to engage difficult to reach populations or Members who are unresponsive to outreach efforts and/or participation in Care Management</li> <li>c. Identification of the level of Care Management needed for each Member, and the services provided by risk level (e.g., low, medium, high)</li> </ul> Specifically address programs for high-risk populations, including Members with behavioral health needs (e.g., co-occurring behavioral health and physical health disorders) and Members with chronic conditions. Include relevant Performance Measures that will be used to assess progress. (Limit to six (6) pages)
21.	Describe your proposed policies, procedures, and processes to conduct outreach to ensure that Members receive all recommended preventive and medically necessary follow-up treatment. Describe how you will notify Members and/or Providers when follow-up is due. Address the following issues in the response: <ul style="list-style-type: none"> <li>a. Access for Members requiring Care Management</li> <li>b. Facilitation and monitoring of Member compliance with treatment plans</li> <li>c. Coordination with other Providers</li> </ul> (Limit to three (3) pages)



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#	Questions
22.	<p>Describe your proposed process to ensure appropriate communication with the Provider, follow-up communication with the Members' PCP, and follow-up care for the Member. Address the following in the response:</p> <ol style="list-style-type: none"> <li>Your role and the PCP's role in this process</li> <li>Examples of information that you will provide to Providers</li> <li>Interaction between case managers and Members, Members' PCP, family, and other physicians</li> <li>Transition planning for Members receiving Covered Services from Non-Contracted Providers at the time of Contract implementation</li> </ol> <p>(Limit to four (4) pages)</p>
23.	<p>Describe your approach to providing Care Management in the following scenarios:</p> <ol style="list-style-type: none"> <li>Member who had been stratified as low risk has had four (4) emergency room visits in the previous five (5) months</li> <li>Member with diabetes and attention deficit hyperactivity disorder has been identified as high risk, but the care manager has been unable to reach the Member by phone and mail has been returned as undeliverable</li> <li>Your Care Management system identifies that a fourteen (14) year old Member with behavioral health needs was admitted last night to a local inpatient facility after presenting with an asthma attack</li> <li>Member with behavioral health needs is taking multiple psychotropic medications and will be discharged from an acute psychiatric hospital and returning to his home next week</li> <li>Hospital staff are resistant to having you provide assistance with coordinating discharge and Transition of Care activities for a Member</li> </ol> <p>(Limit to seven (7) pages)</p>
24.	<p>Describe how you will provide Transition of Care to Members after discharge from an institutional clinic or inpatient facility, including:</p> <ol style="list-style-type: none"> <li>Scheduling outpatient follow-up and/or continuing treatment prior to discharge for Members receiving inpatient services</li> <li>Coordinating with hospital discharge planners, PCPs, and Behavioral Health staff</li> <li>Arranging for the delivery of appropriate home-based support and services in a timely manner</li> <li>Implementing medication reconciliation in concert with the PCP, Behavioral Health Provider, and network pharmacist to assure continuation of needed therapy</li> </ol> <p>(Limit to three (3) pages)</p>



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#	Questions
<b>Quality Management</b>	
25.	<p>Describe your proposed quality management program, including:</p> <ol style="list-style-type: none"> <li>Program's infrastructure, including coordination with Subcontractors/corporate entities, if applicable</li> <li>Program's lines of accountability</li> <li>Process for selecting areas of focus</li> <li>Process for using evidence based practices</li> <li>How you will comply with and support DOM's Managed Care Quality Strategy</li> <li>Staff required to support the program and necessary qualifications</li> <li>Use of data to design, implement, and evaluate the effectiveness of the program</li> <li>Assurance of separation of responsibilities between utilization management and quality assurance staff</li> </ol> <p>(Limit to seven (7) pages)</p>
26.	<p>Describe your proposed methodology to assess and correct disparities in treatment across races and ethnic groups.</p> <p>(Limit to two (2) pages)</p>
<b>Reporting Requirements</b>	
27.	<p>Describe your data analytics and data informatics capabilities and how you will use those to drive performance improvement and quality management activities. Provide up to ten (10) pages in an appendix of excerpts from or full sample reports that you propose to use for this Contract. Describe the type of build necessary to create these types of reports.</p> <p>(Limit to two (2) pages, excluding sample reports)</p>
28.	<p>Describe your proposed approach to assess Member and Provider satisfaction including tools you plan to use, frequency of assessment, and responsible parties. Describe how these results will be reported back to Mississippi and used for quality improvement activities.</p> <p>(Limit to three (3) pages)</p>
<b>Utilization Management</b>	
29.	<p>Describe your proposed approach to utilization management, including:</p> <ol style="list-style-type: none"> <li>A description of the utilization management program for all covered services</li> <li>Accountability for developing, implementing, and monitoring compliance with utilization policies and procedures</li> <li>Data sources and processes to determine which services require Prior Authorization and how often these requirements will be re-evaluated</li> <li>Process and resources used to develop utilization review criteria</li> <li>Process for regularly reviewing Prior Authorization requirements for their effectiveness and potential need for updates</li> <li>Prior authorization processes for Members requiring services from non-participating Providers or expedited Prior Authorization</li> <li>Processes to ensure consistent application of criteria by individual clinical reviewers</li> </ol> <p>(Limit to ten (10) pages)</p>

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#	Questions
30.	Describe your proposed approach to monitoring under- and over-utilization of inpatient services, including efforts to ensure a timely and accurate concurrent review process. (Limit to two (2) pages)
31.	Describe the methods you will use to manage unnecessary emergency room utilization, avoidable hospitalization, and readmissions. (Limit to two (2) pages)
32.	Describe how you will identify and address trends in over- and under-utilization and approach for using the data to improve care and reduce costs (Limit to two (2) pages)
33.	Describe the process for ensuring medication continuity of care upon Enrollment and ongoing basis. (Limit to two (2) pages)
<b>Information Technology</b>	
34.	Describe your Information System including: <ul style="list-style-type: none"> <li>a. A systems diagram that describes each component of the Information System and the interfacing or supporting systems used to ensure compliance with Contract requirements</li> <li>b. How each component will support major functional areas of CHIP</li> <li>c. Modifications or updates to your Information System that will be necessary to meet the requirements for this RFP and plan for completion</li> </ul> (Limit to eight (8) pages, including diagram)
35.	Describe how and where administrative records and data will be maintained and the process and time frame for retrieving records requested by DOM, the Federal government, and/or Agents of DOM. (Limit to two (2) pages)
36.	Describe your claims processing operations including: <ul style="list-style-type: none"> <li>a. The claims processing systems that will support this program</li> <li>b. Standards for speed and accuracy of processing and measures to ensure standards are consistent with Attachment 3, Draft Contract</li> <li>c. The process of identifying and addressing deficiencies or contract variances from claims processing standards, and an example of how you have addressed these deficiencies or variances</li> </ul> (Limit to five (5) pages)
37.	Describe the approach for collecting, validating, and submitting complete and accurate encounter data in a timely manner to DOM consistent with required formats. Include how you propose to monitor data completeness and manage non-submission of encounter data by a Provider or a Subcontractor. (Limit to three (3) pages)

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#	Questions
38.	<p>Describe your proposed emergency response continuity of operations plan. Attach a copy of your plan or summarize how your plan addresses the following aspects of pandemic preparedness and natural disaster recovery, including:</p> <ul style="list-style-type: none"><li>a. Employee training</li><li>b. Essential business functions and responsible key employees</li><li>c. Contingency plans for covering essential business functions in the event key employees are incapacitated or the primary workplace is unavailable</li><li>d. Communication with staff and suppliers when normal systems are unavailable</li><li>e. Plans to ensure continuity of services to Providers and Members</li><li>f. Testing plan</li></ul> <p>(Limit to five (5) pages)</p>
<b>Fraud and Abuse</b>	
39.	<p>Describe the Fraud and Abuse program that you will implement including:</p> <ul style="list-style-type: none"><li>a. Proactive and reactive Fraud and Abuse detection methods that will be used, including dollar amount thresholds used for initiating a review, if applicable</li><li>b. Process for acting upon suspected cases of Fraud and Abuse</li><li>c. Process for complying with Federal regulations related to disclosures and exclusion of debarred, suspended, or sanctioned Providers or professionals</li><li>d. Process for interacting with DOM, including the Office of Program Integrity</li><li>e. Other components of your Fraud and Abuse program</li></ul> <p>(Limit to three (3) pages)</p>

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#	Questions
<b>Subrogation and Third Party Liability</b>	
40.	<p>Describe your proposed approach to conducting subrogation and Third Party Liability activities, including the process for:</p> <ol style="list-style-type: none"> <li>Capturing Third Party Resource and payment information from your claims system for use in reporting cost-avoided dollars and Provider-reported savings to DOM</li> <li>Adjudicating claims involving third party coverage</li> <li>Identifying, recouping, and releasing claims</li> <li>Using data analytics and informatics used to support the process</li> <li>Providing supplemental third party data and files to DOM, including reporting Members to DOM with creditable health care coverage</li> </ol> <p>(Limit to three (3) pages)</p>
<b>Subcontractors</b>	
41.	<p>Describe your Subcontractor oversight program. Specifically describe how you will:</p> <ol style="list-style-type: none"> <li>Provide ongoing oversight of your Subcontractors, including a summary of oversight activities, organizational infrastructure that supports Subcontractor oversight, and the types of reports required from each Subcontractor</li> <li>Ensure receipt of all required data including encounter data</li> <li>Ensure appropriate utilization of health care services</li> <li>Ensure network development and oversight</li> <li>Ensure delivery of administrative and health care services meets all standards required by this RFP and resulting Contract</li> <li>Ensure adherence to required Member Grievance and Appeal, and Provider Complaint, Grievance, and Appeal policies and procedures</li> <li>Address deficiencies or contractual variances with your Subcontractors, including an example of how you have addressed a deficiency or contractual variance with a Subcontractor</li> </ol> <p>(Limit to five (5) pages)</p>

## **5.8 PROJECT MANAGEMENT AND CONTROL**

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

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

## **5.9 WORK PLAN AND SCHEDULE**

The Work Plan and Schedule must include a detailed work plan broken down by tasks and subtasks and a schedule for the performance of each task. In the work plan, Contractor must specify activities and schedule for all planning activities prior to the July 1, 2015 implementation and then for six (6) months after implementation (July 1, 2015 to December 31, 2015). The work plan to be proposed should include all responsibilities, milestones, and Deliverables outlined previously in this RFP for the specified time period. This section shall cover:

1. Any assumptions or constraints identified by the Offeror, both in developing the work plan and in completing the work plan;
2. A chart, showing the planned start and end dates for all tasks and subtasks, indicating the interrelationships of all tasks and subtasks, and identifying the critical path;
3. A discussion of how the work plan provides for handling of potential and actual problems; and
4. A schedule for all Deliverables providing a minimum of fifteen (15) business days' review time by DOM for each submission or re-submission.

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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 approved by the Executive Director of DOM and will include members who have extensive experience in CHIP and/or the Medicaid program. The Evaluation Committee will be responsible for the evaluation of the proposal.

### **6.2 EVALUATION OF PROPOSALS**

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

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

**Figure 6. Proposal Evaluation**

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

At its option, the State may request an Oral Presentation with selected Offerors. Offerors must be prepared to meet with DOM staff within five (5) calendar days of notification. All costs associated with the Oral Presentation will be the exclusive responsibility of the Offeror.

#### **6.2.1 Evaluation of Offerors' Response to RFP**

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

Any proposal that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by DOM. DOM reserves the right to waive minor variances/irregularities or reject any or all proposals. In addition, DOM 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 Executive Summary**

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

### **6.2.3 Corporate Background and Experience**

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

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

### **6.2.4 Organization and Staffing**

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

### **6.2.5 Methodology and Work Statement**

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

### **6.2.6 Project Management and Control**

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

### **6.2.7 Work Plan and Schedule**

The Evaluation Committee will review and evaluate the work plan and schedule to determine if all tasks are included and if, for each task, a timeline and an identification of staff responsible for the task's accomplishment are indicated. The work plan must provide a logical sequence of tasks and a sufficient amount of time for their accomplishment.

## **Attachment 1: DHHS Certification Regarding Drug-Free Workplace Requirements**

### DHHS CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS:

#### GRANTEES OTHER THAN INDIVIDUALS

##### Instructions for Certification

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization

## **Attachment 3: Draft Contract**

## **Attachment 4: CHIP Performance Measures**