



MISSISSIPPI DIVISION OF  
**MEDICAID**

# REQUEST FOR PROPOSALS

## The MississippiCAN Program

RFP #20170203

Contact:

Office of Procurement

[procurement@medicaid.ms.gov](mailto:procurement@medicaid.ms.gov)

Phone: (601) 359-6189

### Due Dates

Questions & Letter of Intent

E-MAIL or MAIL or HAND DELIVERY

5:00 PM Central Daylight Time, Friday, February 24, 2017

Answers Posted to

Internet [www.medicaid.ms.gov/resources/procurement](http://www.medicaid.ms.gov/resources/procurement)

5:00 PM Central Daylight Time, Friday, March 17, 2017

Sealed Proposals

MAIL or HAND DELIVERY ONLY

5:00 PM Central Daylight Time, Friday, April 7, 2017

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## 1 SCOPE OF WORK

### 1.1 PURPOSE

The State of Mississippi, Office of the Governor, Division of Medicaid (“Division”) issues this Request for Proposals, hereafter referred to as the RFP, requesting competitive written proposals from qualified Offerors to provide services for statewide administration of the Mississippi Coordinated Access Network (MississippiCAN), a coordinated care program for Mississippi Medicaid beneficiaries that the Division implemented to address the following goals.

- **Improve access to needed medical services:** This goal will be accomplished by connecting beneficiaries with a Medical Home, increasing access to Providers and improving beneficiaries’ use of primary and preventive care services.
- **Improve quality of care and population health:** This goal will be accomplished by providing systems and supportive services, including care coordination, care management and other programs that will allow beneficiaries to take increased responsibility for their health care.
- **Improve efficiencies and cost effectiveness:** This goal will be accomplished by contracting with entities on a full-risk prepaid capitated basis to provide comprehensive services through an efficient, cost effective system of care.

### 1.2 PROCURMENT OVERVIEW

The Division’s current MississippiCAN Contracts expire on June 30, 2017, and the Division is releasing this RFP to procure new contracts. The Division may selectively contract with multiple entities through a competitive process. The number of awards is at the sole discretion of the Division.

The following timetable is the estimated and anticipated timetable for the RFP and procurement process. Please note that Offerors will be notified by May 26, 2017 as to whether they will be requested to attend oral presentations. Offerors must be available for such presentations June 6-8, 2017.

**Figure 1: RFP and Procurement Timetable**

Date	Process
February 3, 2017	Public Release of RFP
February 24, 2017	Deadline for Letter of Intent and Written Questions
March 17, 2017	Response to Questions Posted
April 7, 2017	Proposal Deadline
April 12 – May 12, 2017	Evaluation of Proposals
June 6-8, 2017	Oral Presentations
June 12, 2017	Executive Review and Award
July 1, 2017	Contract Start Date



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Date	Process
July 1, 2018	Contract Operations Start

### 1.2.1 Mandatory Letter of Intent

The Offeror is required to submit a written Letter of Intent to Bid. The Letter of Intent is due by 5:00 p.m. CDT, February 24, 2017, and should be sent to:

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

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 who does not submit a Letter of Intent by 5:00 p.m. CDT, February 24, 2017, will not thereafter be eligible for the procurement.

Through February 24, 2017, all RFP amendments will be sent to all organizations that request such notification and will be posted on the Division's procurement website, <http://www.medicaid.ms.gov/resources/procurement>. After February 24, 2017, RFP amendments will only be distributed to Offerors who have submitted a Letter of Intent.

### 1.2.2 Procedure for Submitting Questions

Multiple questions may be submitted using the Question and Answer template found at [www.medicaid.ms.gov/resources/procurement](http://www.medicaid.ms.gov/resources/procurement). Written answers will be available no later than 5:00 p.m. CDT, Friday, March 17, 2017, via the Division's procurement website [www.medicaid.ms.gov/resources/procurement](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 are binding.

Questions should be sent to:

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

OR EMAIL: [procurement@medicaid.ms.gov](mailto:procurement@medicaid.ms.gov)

### 1.2.3 Proposal Submission Requirements

Proposals shall 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

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clearly tabbed. The proposal should be written using Times New Roman font type, font size 12, with standard 0.5 inch margins. Appendices, as well as samples and templates required of the proposal, need not comply with font and margin restrictions. An original and ten (10) copies of the Proposal under sealed cover must be received by the Division no later than 5:00 p.m. CDT, on April 7, 2017. The Offeror shall also submit one (1) full copy of the Proposal and one (1) redacted version on CD in a single document in a searchable Microsoft Word or Adobe Acrobat (PDF) format.

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

Office of Procurement  
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:

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Proposal  
(Name of Offeror)

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

## **1.3 PROGRAM OVERVIEW**

### **1.3.1 History of Program**

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

After successfully implementing this initial phase of the program and receiving Legislative approval in the Spring of 2012 to enroll up to forty-five percent (45%) of Medicaid beneficiaries in managed care delivery systems, the Division expanded MississippiCAN to include additional populations and services. In 2014, and again in 2015, Mississippi received approval to further expand the program to cover all Medicaid services for eligible beneficiaries, including inpatient hospital care. Additionally, in December 2015, residents of Psychiatric Residential Treatment Facilities (PRTFs) were included in MississippiCAN covered services. Beginning in July 2018, with this Contract, 1915(i) Intellectual/Developmental

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Disabilities Community Support Program (IDD CSP) and Mississippi Youth Programs Around the Clock (MYPAC) will also be included in MississippiCAN covered services.

Please see the MississippiCAN Program website for additional information, which is available at: <https://medicaid.ms.gov/programs/managed-care/>.

Please see also the MississippiCAN Program Enrollment Report, which is available at: <https://medicaid.ms.gov/resources/>

### 1.3.2 Geographic Coverage

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

### 1.3.3 Program Enrollment

As shown in Figures 2 and 3 below, certain populations have the option to enroll in the MississippiCAN Program while others may not disenroll. Individuals who opt to disenroll from the MississippiCAN Program receive services through Medicaid’s Fee-For-Service (FFS) delivery system. Enrollment is voluntary, except in the case of mandatory enrollment populations that meet the conditions set forth in 42 C.F.R. § 438.50(a). In accordance with 42 C.F.R. § 438.3, carriers must accept all prospective enrollees up to the Contract limits and must not discriminate.

The Division reserves the right to auto-assign a Member to a specific health plan.

**Figure 2. Populations Who Have the Option to Disenroll**

Eligible Populations Who Have the Option to Disenroll	Age Categories
SSI	0-19
Disabled Child Living at Home	0-19
DHS-Foster Care Children	0-19
DHS-Foster Care Children (Adoption Assistance)	0-19
Native Americans	0-65
*The hyphen denotes “up to” the age listed.	

**Figure 3. Populations Who May Not Disenroll**

Populations Who May Not Disenroll	Age Categories
SSI	19-65
Working Disabled	19-65
Breast and Cervical Cancer	19-65
Pregnant Women	8-65
Parent/Caretakers	19-65
Medical Assistance Children	0-19
*The hyphen denotes “up to” the age listed.	

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

- No longer resides in the State of Mississippi;
- Is deceased;

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- No longer qualifies for medical assistance under one of the Medicaid eligibility categories in the eligible population;
- Becomes a nursing home resident. For the purposes of determining eligibility for MississippiCAN, PRTFs and ICF/IIDs shall not be considered a long term care facility;
- Becomes enrolled in a waiver program;
- Becomes eligible for Medicare coverage; or
- Is diagnosed with hemophilia.

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

#### **1.3.4 Covered Services**

Contractors provide, at a minimum, the comprehensive package of Mississippi Medicaid State Plan services to all targeted populations.

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

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

- **Pregnant women:** the Division pays the Contractors a Maternity “Kick Payment” (i.e., an all-inclusive case rate) for all hospital inpatient delivery-related services for pregnant women in either the Pregnant Women or Medical Assistance (MA) Adult rate cells. Many other Medicaid programs use a kick payment arrangement to pay plans for maternity services under their programs to protect Contractors from late term Enrollment. The Division pays a prepaid monthly capitation payment for all services not related to a delivery.
- **Children under one year of age:** The Division develops monthly Capitation Payments that vary by age to reflect the difference in expected cost by age. At the Division’s option, the Division may develop an arrangement to share risk with the Contractors for Neonatal Intensive Care Unit (NICU) babies. The primary driver of this consideration would be materially disproportionate NICU costs among MississippiCAN Contractors. Any risk sharing program would provide clear financial incentives for the Contractors to continue to manage the cost and outcomes of NICU babies.
- **Targeted high cost populations:** The Division develops monthly Capitation Payments that vary by age and status (e.g., foster care, breast/cervical cancer, disabled) to reflect the difference in expected cost by age (e.g., 1-5 years, 6-20 years, 21 years and older).

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- **Regional/geographic payments:** The Division uses regional payments to better reflect Contractor Enrollment for Contractors that enroll a disproportionate number of enrollees from high-cost or low-cost regions of the State.
- **Risk Scores:** SSI/Disabled and MA Adult and Child populations are risk adjusted using the combined Chronic Illness and Disability Payment System and Medicaid Rx risk adjuster (CDPS + Rx) developed by the University of California San Diego. To establish these risk scores, the CDPS + Rx risk adjuster will be run with weights calculated using Mississippi encounter data and FFS Medicaid data for the SSI/Disabled and MA adult populations. A budget neutral risk score, by region and capitation rate cell, is developed across all Contractors and, if applicable, opt-outs into FFS (SSI children). Risk scores are typically developed on a semi-annual basis, but may be developed more frequently depending on population changes.

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

**Figure 4. MississippiCAN Program Capitation Rates by Region**

Category	North	Central	South
SSI and Disabled	\$1,051.07	\$1,159.72	\$1,141.27
Foster Care	\$ 440.98	\$ 480.47	\$ 473.76
Breast and Cervical Cancer	\$3,335.83	\$3,703.50	\$3,641.07
SSI/Disabled Newborn	\$6,839.96	\$7,604.89	\$7,475.00
MA Adults-male 19-39	\$ 517.29	\$ 565.43	\$ 557.26
MA Adults –Male 40+	\$ 517.29	\$ 565.43	\$ 557.26
MA Adults-Female 19-39	\$ 517.29	\$ 565.43	\$ 557.26
MA Adults-Female 40+	\$ 517.29	\$ 565.43	\$ 557.26
Pregnant Women	\$ 614.98	\$ 674.19	\$ 664.13
Newborns 0-2	\$1,446.78	\$1,600.29	\$1,574.22
Newborns 3-12	\$ 347.80	\$ 376.72	\$ 371.81
Quasi-CHIP	\$ 282.30	\$ 291.47	\$ 288.93
MA Children	\$ 270.97	\$ 279.59	\$ 277.20
Delivery Kick Payment	\$4,828.79	\$5,376.23	\$5,283.26

The current MississippiCAN Program enrollment by region is shown below in Figure 5.

**Figure 5. MississippiCAN Program Enrollment by Region**

Category	North	Central	South
Contractor 1	75,661	84,263	77,987
Contractor 2	83,892	95,658	72,132

## 1.4 MAJOR PROGRAM ELEMENTS

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

### 1.4.1 Coordinated Care Organizations

To meet the goals of choice for Members, financial stability of the program, quality improvement, and administrative simplicity, the Division may selectively contract with multiple entities through a competitive process. The number of awards is at the sole discretion of the Division. The Division will

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implement a sixty (60) day open enrollment period to allow all members the opportunity to choose among all selected entities. Following open enrollment, a time-limited auto-assignment methodology will be used to ensure that each selected entity reaches a minimum threshold of twenty (20) percent of the program. Once such thresholds have been reached, the Division will revert to the auto-assignment methodology outlined in Appendix A, Draft Contract. The Division will provide all Members information required by federal regulations.

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

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

The Contractor will receive a prepaid capitated monthly payment and will provide services through a full-risk arrangement. The Division will pay a delivery kick payment for all eligible enrollee deliveries per month. The Division reserves the right to modify the Enrollment and Auto Enrollment rules at its discretion.

### **1.4.2 Enrollment and Disenrollment**

The Division has implemented an Enrollment process that:

- Ensures beneficiaries have informed choice;
- Seeks to preserve existing provider-beneficiary relationships;
- Seeks to enroll beneficiaries into their chosen entity;
- Auto enrolls beneficiaries who do not voluntarily select an entity, but provides options for beneficiaries to select a different entity;
- Is cost efficient and timely;
- Is acceptable to advocates, Providers and beneficiaries;
- Supports a robust market with multiple, viable Contractor options; and
- Complies with federal safeguards and requirements.

The Medicaid Fiscal Agent Contractor (FAC) is currently contracted to provide designated Enrollment broker responsibilities to assist the Division with activities related to Enrollment, Disenrollment, and Contractor transfers. Appendix B provides standard file layouts of the information available from the Division's FAC. Contractors will be required to coordinate with the FAC as specified by Appendix A, Draft Contract.

### **1.4.3 Benefits**

The Contractor will provide a comprehensive package of services that includes, at a minimum, the current Mississippi Medicaid benefits, in accordance with Mississippi Administrative Code, Title 23, Part 200, Chapter 2.

The Contractor shall ensure that all covered services are furnished in an amount, duration, and scope that is no less than the amount, duration, and scope for the same services furnished to beneficiaries under FFS Medicaid as set forth in 42 C.F.R. § 440.230 and 42 C.F.R. § 438.210 and that no incentive is provided, monetary or otherwise, to Providers for withholding from Members' Medically Necessary Services. Any physician incentive plan must comply with the provisions set forth in 42 C.F.R. § 438.3.

### **1.4.4 Member Services**

The Contractor is responsible for providing Member education and distributing Member handbooks, Member identification cards, Provider Directories and other materials as required by the Contract. All Member materials require advance approval from the Division. The Contractor shall develop, host and maintain a website specific to the MississippiCAN Program on a unique, secure URL specific to the program. The Contractor shall provide MississippiCAN specific, up-to-date information about the Contractor's programs, Provider Network, customer services, and Member and Provider Grievance and Appeals systems on a non-secure section of the website. The Contractor shall maintain coverage guidelines and billing instructions specific to the MississippiCAN Program only on a non-secure section of the website in an easily identifiable location. Protected Health Information (PHI) shall be accessible through a secure section of the website.

### **1.4.5 Member Call Center**

#### **1.4.5.1 Call Center Location and Hours of Operation**

The Contractor shall maintain a Member Services Call Center within Hinds, Madison or Rankin County, Mississippi, subject to approval by the Division. The Member Services Call Center shall include at least one statewide toll-free telephone number to respond to Members' inquiries, issues, or referrals.

The numbers shall be answered by live operators Monday through Friday, 7:30 a.m. to 5:30 p.m. Central Standard Time including State holidays except for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Further, the Member Services Call Center must operate one evening per week, and one weekend per month as approved by the Division.

The Contractor will also operate a toll-free dedicated behavioral health/substance use disorder call center, which may be provided as part of the Member Services Call Center as long as Members have access twenty-four (24) hours, seven (7) days per week to clinical personnel who act within the scope of their licensure to practice a behavioral health/substance use disorder-related profession. The Contractor 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.

Calls placed during hours that the Call Center is not open shall receive a voice message, stating the hours of operation and advising the caller to dial "911", or the appropriate emergency number, if there is an



emergency. The voice message shall be available in English as well as Spanish. The Contractor may also route calls placed during hours that the Call Center is not required by the Division to be open to any call center operated by Contractor staff in any location in the United States of America. The Contractor may never route calls outside of the United States of America. The Contractor shall train staff on using services offered by Mississippi Relay for callers who are deaf, hard-of-hearing, deaf-blind or speech disabled. The Contractor shall propose an alternate Call Center protocol for non-English speaking or non-verbal beneficiaries. The Contractor shall release and transfer the toll-free telephone number(s) to the Division or a successor Contractor upon termination of the Contract.

#### **1.4.5.2 Language Requirements**

Oral communication between the Contractor and a beneficiary shall be in a language the beneficiary understands. The Contractor shall employ English-speaking Call Center Staff. If the beneficiary's language is one other than English, the Contractor shall offer and, if accepted by the beneficiary, supply interpretive services at no cost to the beneficiary. If a beneficiary requests interpretive services by a family member or acquaintance, the Contractor shall not allow such services by anyone who is under the age of 18. Contractor shall provide language assistance services and appropriate auxiliary aids and services that meet the requirements of 42 C.F.R. § 438.10 and 45 C.F.R. Part 92, and Contractor's oral and written communications shall comply with such regulations.

#### **1.4.5.3 Customer Care**

The Contractor shall ensure that it has written policies describing beneficiary rights and protections in accordance with Federal and State laws and regulations and the Division policies, as applicable. The Contractor shall ensure its Call Center Staff treats each caller with respect and with due consideration of his or her dignity, and right to privacy and confidentiality. The Contractor shall process all incoming telephone inquiries in a timely, courteous and policy-based responsive manner. Telephone staff shall answer all calls by greeting callers stating Contractor and themselves by name and shall give each caller a Call Reference Number (CRN) for the caller's records and future tracking of the call. The Contractor shall record calls received at the Call Center and monitor no less than three percent (3%) of calls per month for compliance with customer care guidelines. The Contractor shall establish a training program to ensure that all telephone staff are adequately trained prior to beginning operations and to ensure that a continuous training program is in place to maintain staff knowledge and understanding of system and policy changes that affect procedures and service delivery.

The Contractor will report the findings of these audits to the Division via a quarterly deliverable report. The Contractor will make recordings available to the Division upon request within five (5) business days.

#### **1.4.5.4 Automatic Call Distribution System**

The Contractor shall operate an automatic call distribution (ACD) system. Callers shall be advised that calls are monitored and recorded for quality assurance purposes. Administrative lines need not be recorded. The ACD and reporting system shall be able to record and aggregate the following information and shall be able to produce the reports listed below daily, weekly, or monthly; as well as any ad hoc reports requested by the Division.



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1. The number of incoming calls.
2. The number of calls answered.
3. The average time to answer a call.
4. The number of abandoned calls during the wait in queue for interaction with Call Center Staff.
5. The average abandonment time.
6. The highest abandonment call time.
7. The average talk time.
8. The identity of the Call Center Staff member taking the call and authorizing the request.
9. The daily percentage of abandoned calls and calls answered.
10. The number of available operators by time of day and day of week, in hourly increments.

The Contractor shall provide the above requirements to the Division via a monthly deliverable report.

#### **1.4.5.5 Data Analysis**

The Contractor shall analyze data collected from its phone system as requested by the Division and as necessary to: perform quality assurance and quality improvement; fulfill the reporting and monitoring requirements of the Contract; and ensure adequate staffing. Upon the Division's request, the Contractor shall document compliance in these areas. All data analysis requests must be completed and submitted to the Division within twenty (20) business days of request.

#### **1.4.5.6 Multiple Queues**

The Contractor shall have the ability to route incoming calls to multiple areas of the operation, including the ability to route to an English-speaking beneficiary queue and Provider queue. The Division, in its sole discretion, may require additional queues with written notice to the Contractor, but without making additional payment to the Contractor and without requirement of a Contract Amendment. The Contractor shall obtain the Division approval thirty (30) calendar days prior to implementing any queue not required by the Division.

#### **1.4.5.7 Sufficient Resources**

The Contractor shall maintain sufficient equipment and Call Center Staff to ensure that, on a monthly basis:

1. The ACD is programmed to answer all calls within three (3) rings;
2. The average queue time after the initial automatic voice response is three (3) minutes or less;
3. The average abandonment rate is no more than five percent (5%);
4. All reporting criteria in this RFP or as directed in Title 23 of the Mississippi Administrative Code are captured or met;

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5. Sufficient qualified staff are available on-site to communicate with callers who speak English and an interpreter telephone service, or other proposed method, is available for callers who speak other languages;
6. The Contractor shall record all incoming calls for quality control, program integrity and training purposes. The Contractor shall provide prior notification to the caller that the conversation will be recorded. The Contractor shall provide the recordings for up to six (6) months from the date of the call, on request from the Division;
7. The Contractor shall record calls received at the Call Center and monitor no less than three percent (3%) of calls for compliance with customer care guidelines. The Contractor shall use this monitoring activity to identify problems or issues, for quality control and for training purposes. The Contractor shall document and retain results of this monitoring and subsequent training and will report the findings of these audits to the Division via a quarterly deliverable report.
8. In the event of a power failure or outage, the Contractor shall have a back-up system capable of operating the telephone system for a minimum of eight (8) hours, at full capacity, with no interruption of data collection identified in this proposal. The Contractor shall notify the Division immediately when its phone system is on an alternative power source or is inoperative. The Contractor shall have a manual back-up procedure to allow it to continue to take requests if its computer system is down.
9. The ACD logs shall be maintained daily, tallied and sent to the Division on a monthly basis in the reporting format specified by the Division. The Contractor shall also maintain daily logs on the Telephone Call Center to comply with the Reporting Requirements of the Contract.

#### **1.4.6 Provider Network**

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

In accordance with 42 C.F.R. § 438.3, the Contractor must allow enrollees to choose among network providers.

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

#### **1.4.7 Provider Services**

The Contractor will operate a Provider services call center at a minimum during regular business hours Monday through Friday, 7:30 a.m. to 5:30 p.m. Central Standard Time including State holidays except for New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The Contractor will develop and maintain a Provider manual for network Providers, including access via

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non-secure internet website. The Contractor will also provide training to all Providers and their staff regarding requirements of this RFP, the MississippiCAN Contract, and the special needs of Members, including EPSDT services.

As part of the Contractor's internet website for the MississippiCAN Program, the Contractor will dedicate a section of its website for Provider services including a Provider portal. At a minimum, the Contractor's Provider portal must provide the following capabilities for Providers:

- Ability to submit inquiries and receive responses;
- Access to a copy of the Provider Manual;
- Access to newsletters, updates, and Provider notices;
- Access to a searchable Provider Directory;
- Ability to link to the MS DOM Universal Preferred Drug List (PDL);
- Ability to submit Prior Authorization requests and view the status of such requests (e.g., approved, denied, pending);
- Information about the process Providers must follow when requesting inpatient Prior Authorization;
- Ability to submit, process, edit (only if original submission is in an electronic format), rebill, and adjudicate claims electronically.
- Ability to track service limits and periodicity schedules including, but not limited to, EPSDT services.

To the extent a Provider has the capability, the Contractor shall submit electronic payments and remittance advices to Providers. Remittance advices must be provided within one (1) to five (5) business days of when payment is made.

#### **1.4.8 Population Health Management**

Each Contractor will develop and execute a Population Health Management program to:

- Support Providers in the optimal delivery of care;
- Guide and support Members in managing their health needs and risks;
- Support the Division in its goals to modernize and effectively execute data analytics strategies;
- Improve health outcomes; and,
- Reduce the total cost of care for MississippiCAN Members.

Mississippi is a diverse state spanning rural and urban settings. Successfully operating a Population Health Management program will require the Contractors to recognize the range of social, environmental, cultural and economic issues that impact MississippiCAN Members.

The Population Health Management program will address, at minimum, the elements identified in this subsection. The Division must review and approve the Population Health Management program, including policies and procedures, prior to implementation by the Contractor, and semi-annually thereafter.

#### **1.4.8.1 Data Analytics**

The Division will support the Contractors in achieving program goals by providing a common data platform. The use of a common data platform will allow Providers to access all Member health information and analytics via a single sign-on process. Contractors may choose to leverage their own technologies to support Member data analysis. However, the Contractor will be financially responsible for ensuring that such technology may be accessed through the Division's single sign-on process.

#### **1.4.8.2 Reducing Health Disparities**

The Contractors will develop and implement strategies to address disparities in health outcomes and access to care based on factors such as geographic location, race, ethnicity, income level, age, gender, language barriers and physical disabilities. While each Contractor will provide coverage across the state, strategies implemented here must reflect significant regional variation in these factors.

The Contractors will also develop protocols for providing population health management services in alternative and community-based settings, which may include providing services in:

- Homeless shelters, group homes, or other residential placements;
- Public or non-profit community organization facilities; and
- The Member's home, school, or place of employment, as applicable and allowed by State law.

#### **1.4.8.3 Community Partnerships**

The Contractors will seek out and enter into agreements with community-based entities to address social determinants of health in each region of the state. Such agreements will be designed to support the implementation of coordinated, culturally competent care strategies and will include, but are not limited to, protocols for:

- Data sharing and data protection;
- Implementing health promotion and disease prevention initiatives;
- Coordinating services delivery with the Member's Health Home;
- Tracking Member outcomes and measuring success.

#### **1.4.8.4 Health Education and Promotion**

The Contractors will employ creative and innovative educational programs that are designed to raise Member awareness, enhance Member participation in self-care, and promote ongoing engagement. Programs must focus on helping Members identify and understand common risk factors and evidence-based strategies that they can employ to reduce their own health risk. Such programs may include those designed by the Contractor as well as coordinated referral to programs operated by local public health or community-based organizations. Program design must consider the appropriate use of multiple information sources, which may include social media and other web-based initiatives, as well as telephonic and paper-based resources and in-person events.

#### **1.4.8.5 Health Risk Assessments and Member Stratification**

To effectively address the specific health needs of enrolled Members, the Contractors must employ a comprehensive risk assessment and stratification methodology. The Contractor will conduct a health risk assessment at the time of enrollment and update at regular intervals thereafter based on the Member's initial risk level. The risk assessment must include both qualitative data reported by the Member and available quantitative data to support appropriate stratification. The risk assessment must consider socioeconomic and environmental risk factors that may impact the Member's health outcomes, as well as the Member's health behaviors and readiness to change.

Based on the health risk assessment, the Contractors will stratify their members according to their identified risk level. A minimum of four risk levels should be employed: low, moderate, rising, and high risk. The Contractors will design and execute risk management strategies that are tailored to Member needs at each risk level and communicate such strategies with network Providers. Regardless of risk level, Contractors will provide all members with resources aimed to maintain their health, improve health care decision-making skills, and increase adoption of healthy behaviors.

#### **1.4.8.6 Care Management**

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

- Ongoing, culturally relevant support for Members to achieve personal health goals;
- Timely access to and delivery of health care and services required by Members;
- Continuity of Members' care;
- Coordination and integration of Members' care in accordance with 42 C.F.R. § 438.208, including physical and behavioral health/substance use disorder services; and,
- Coordination with appropriate resources to reduce socioeconomic disparities, including housing, employment, and nutrition programs.

All Members will have access to Care Management at levels of intensity appropriate to their identified risk, which will include services and supports to promote evidence-based health education and disease prevention, continuity of care, transition of care and discharge planning. Care Management programs must meet applicable National Committee for Quality Assurance (NCQA) and/or URAC accreditation standards. The Contractor shall implement transition of care policies in accordance with 42 C.F.R. § 438.62.

The Contractors will participate as a partner with Providers and Members in arranging for the delivery of healthcare services that improve health status in a cost-effective way. The Division expects Contractors to connect all Members to a Health Home. Care management strategies employed by the Contractor should support this model of care.

#### **1.4.8.7 Targeted Interventions**

The Contractors will offer evidence-based interventions to address subpopulations experiencing unique health risks. Subpopulations may include Members with disabilities, specific chronic conditions or comorbidities, those with specific environmental risk factors or those with a history of high or inappropriate service utilization.

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

#### **1.4.8.8 Reporting**

The Contractors must report to the Division and network Primary Care Providers, at intervals designated by the Division, on the efficacy of its Population Health Management program. The report will be designed collaboratively by the Division and the Contractors and will include, but is not limited to, measures to identify changes in:

- Health disparities among subpopulations;
- Targeted health outcomes;
- Member participation in health promotion and disease prevention initiatives;
- Percent of members in each risk stratification level; and
- Member utilization of inpatient and emergency department services.

#### **1.4.9 Quality Management**

The Contractor will implement a quality management program that supports and complies with the MississippiCAN Quality Strategy and the requirements set forth in 42 C.F.R. § 438.310-370. The Contractor's quality management program should assess actual performance to ensure that enrollees are receiving medically appropriate care on a timely basis that results in positive or improved outcomes. Complaint resolution and Grievance and Appeal processes are components of an effectively integrated quality management program. Grievance and Appeal processes must comply with 42 C.F.R. § 438.228.

The Contractor'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. Contractor must adopt, disseminate, and use practice guidelines in accordance with 42 C.F.R. § 438.236.

The Division will approve the quality management program, including criteria and procedures, prior to implementation by the Contractor, and on an annual basis thereafter. At its discretion, the Division updates the required Performance Measures and Targets annually. Exhibit F of Appendix A, Draft

Contract, provides the Performance Measures for Year 1 of the Contract resulting from this RFP. The Division will determine required Targets after Contract award.

At its option, the Division may implement a value-based purchasing initiative. The value-based purchasing model is an enhanced approach to purchasing and program management that focuses on value over volume. It is part of a cohesive strategy that aligns incentives for the State, the Contractor, Providers and Members to achieve the MississippiCAN Program's overarching goals. The model relies on collaborative approaches to the selection of priority areas, intervention, development, and implementation. The Division may phase in implementation of the value-based purchasing initiative beginning with a performance incentive program. Key leadership from the Contractor, including the Medical Director, will be required to participate in such an initiative. Should the Division move forward with such an effort, the Division would provide operational protocols describing the process prior to implementation. Please refer to Section 10.H, Value-Based Purchasing, of Appendix A, Draft Contract for additional requirements.

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

#### **1.4.10 Prepaid Capitation Payments**

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

Capitation rates are developed using the most recent FFS data for the eligible populations along with the following information:

- Contractor encounter data;
- Contractor financial reporting;
- Historical and projected reimbursement information, as well as utilization and cost trends;
- Third party liability recoveries;
- Fee schedules from the Division, current Contractors, and CMS; and
- Medicaid program changes.

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

In the event any change occurs in federal law, federal regulations, state law, state regulations, state policies, or state Medicaid plan coverage, and the Division determines that these changes materially impacted pricing, the Division reserves the right to amend rates paid to Contractors, as detailed in Appendix C, MississippiCAN Capitation Rate Development Report.



### **1.4.11 Administrative & Data System Requirements**

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

The Contractor will be responsible for adhering to timely filing requirements as defined in 42 C.F.R. § 447.45 and § 447.46, processing ninety (90) percent of claims within thirty (30) calendar days of receipt, and ninety-nine (99) percent of claims within ninety (90) calendar days of receipt, unless pending for additional information or to determine medical necessity. The Contractor will be required to submit complete, accurate, and timely encounter data to the Division that meets federal requirements and allows the Division to monitor the program. A Contractor that does not meet standards will be subject to appropriate liquidated damages each month encounter data is not submitted or not submitted in compliance with the Division's requirements.

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

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

The Contractor shall interface with the Division's data system for the purpose of exchanging data files and submitting Encounter Data using a mutually agreed upon transfer method. The Contractor shall comply with the Division's written policies and procedures regarding data security and integrity.

#### **1.4.11.1 Data Extract Files**

The Division will provide the Contractor with limited/minimum access to the Mississippi Enterprise System/Mississippi Medicaid Information System (MMIS) to verify beneficiary eligibility as needed for eligibility changes made between extract files. Prior to the operational phase of the Contract, the Contractor shall submit to the Division the staff who will need access to the MMIS. The Division will provide limited/minimum access to the assigned Contractor staff for inquiry purposes only. The Contractor shall submit to the Division within one (1) business day the Contractor staff members who no longer need access to the MMIS. Upon receipt of the information, the Division will terminate the staff members account access. Failure by the Contractor to submit to the Division within one (1) business day the Contractor staff members who no longer need access to the MMIS may result in liquidated damages.

#### **1.4.11.2 Data Capture and Encounter Data**

The Contractor shall capture and retain data used to administer the Program. The data captured and retained shall be sufficient to meet the reporting requirements set forth in this RFP. The Contractor's systems shall be capable of capturing additional data elements as required by the Division.

The Contractor shall have the capability to manually enter eligibility data for beneficiaries, including name and Medicaid Identification Number (MID). The Contractor shall be capable of reconciling the



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information entered manually against the Daily Recipient Extract File to ensure that the information in the Contractor's system is accurate.

The Contractor shall submit complete, accurate and timely Encounter Data to the Division as specified to allow the Division to monitor the program. The Contractor shall submit encounter data according to standards and formats as defined by the Division. Encounter Data consists of a separate record each time a beneficiary has an Encounter with a Provider and the Provider submits a claim for services rendered. All Encounter Data must be submitted to the Division's FAC by the Contractor. The Division will not accept any Encounter Data submissions or correspondence directly from any Subcontractors, and the Division will not forward any electronic media reports or correspondence directly to a Subcontractor.

The Contractor shall maintain appropriate systems and mechanisms to obtain all necessary data from its Providers or Subcontractors to ensure its ability to comply with the Encounter Data reporting requirements as specified by the Division. The failure of a Provider or Subcontractor to provide the Contractor with necessary Encounter Data shall not excuse the Contractor's non-compliance with this requirement. The Division may impose liquidated damages for non-compliance. When the Division or its FAC rejects a file of Encounter Data, the resubmittals of rejected files must be resubmitted by the Contractor with all of the required data elements in the correct format as defined by the Division within fourteen (14) calendar days from the date the Contractor received the rejected file. The Division may impose liquidated damages for non-compliance. The Contractor must make an adjustment to Encounter Data when the Contractor discovers the data is incorrect, no longer valid, or some element of the claim not identified as part of the original claim needs to be changed. If the Division or its FAC discovers errors or a conflict with a previously adjudicated encounter claim the Contractor shall be required to adjust or void the encounter claim within fourteen (14) calendar days of notification by the Division. The Division may impose liquidated damages for non-compliance. Contractor compliance shall be dependent upon the Division's FAC's ability to modify the MMIS to accept Encounter Data from the Contractor. The Division shall not assess liquidated damages to the Contractor for the Division's FAC's inability to modify the MMIS to accept Encounter Data from the Contractor.

Beneficiary Encounter Data reporting must comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) security and privacy standards and be submitted in the format required by the Medicaid Statistical Information System or format required by any successor system to the Transformed Medicaid Statistical Information System (T-MSIS).

#### **1.4.11.3 Audit**

The Contractor shall provide the Division access to the Contractor's data systems for auditing and monitoring purposes. Access shall include, but is not limited to, all equipment, systems and communications software necessary for the Division to obtain utilization information. The Contractor shall be responsible for the accuracy of all data and shall represent such in audit or legal proceedings.

The Division shall conduct scheduled on-site field audits and reviews. The Division shall conduct random onsite reviews of the Contractors operations and Provider field audits to monitor Contractor

performance. There will be no restrictions on the right of the State or Federal government to conduct whatever inspections and audits are necessary to assure quality, appropriateness, or timeliness of services and reasonableness of their costs. Pursuant to 31 U.S.C. § 3731(b)(2), claims may be brought up to ten (10) years after the date on which a violation is committed. The right to audit exists for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

#### **1.4.11.4 Web-based Inquiry System**

The Contractor shall establish and maintain a secure web-based inquiry system for Providers to access claims and authorization information. The Contractor shall update these records as soon as possible. The Contractor shall provide technical assistance and training to Providers regarding use of the web-based inquiry system.

The web-based inquiry system shall conform to the Division's security requirements including, but not limited to, the following:

1. HIPAA Privacy Guidelines
2. HTTPS Web Page
3. 128-Bit Encryption
4. User Authentication and Authorization
5. Web-based screens shall conform to the requirements for readability set forth in the Americans with Disabilities Act (ADA). ~~At a minimum, the screens shall provide the following information:~~
  - a. ~~Summary of Trips for a Date Range~~
  - b. ~~Summary of Trips by a beneficiary for a Date Range~~
  - c. ~~Details of Trips by Request Tracking Number.~~

The Offeror shall provide examples of the system in the proposal.

## **2 AUTHORITY**

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

Medicaid is a program of medical assistance for the needy administered by the states using state appropriated funds and federal matching funds within the provisions of Title XIX of the Social Security Act, as amended. In Mississippi, the state Medicaid agency also administers the separate CHIP program under Title XXI of the Social Security Act, as amended.

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In addition, Section 1902(a)(30)(A) of the Social Security Act, as amended, requires that State Medicaid Agencies provide methods and procedures to safeguard against unnecessary utilization of care and services and to assure “efficiency, economy, and quality of care.”

The IT solution proposed in response to this RFP must be in compliance with the State of Mississippi’s Enterprise Security Policy. The Enterprise Security Policy is based on industry-standard best practices, policy, and guidelines and covers the following topics: web servers, email, virus prevention, firewalls, data encryption, remote access, passwords, servers, physical access, traffic restrictions, wireless, laptop and mobile devices, disposal of hardware/media, and application assessment/certification. Given that information security is an evolving technology practice, the State reserves the right to introduce new policy during the term of the Contract resulting from this RFP and require the Contractor to comply with same in the event the industry introduces more secure, robust solutions or practices that facilitate a more secure posture for the State of Mississippi.

The Enterprise Security Policy is available to third parties on a need-to-know basis and requires the execution of a non-disclosure agreement with the Department of Information Technology Services (ITS) prior to accessing the policy. The Offeror or Contractor may request individual sections of the Enterprise Security Policy or request the entire document by contacting the Office of Procurement.

Instructions to acquire a copy of the Enterprise Security Policy can be found at the following link: <http://www.its.ms.gov/Services/Pages/ENTERPRISE-SECURITY-POLICY.aspx>

## **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 ten (10) years.
2. The Offeror must have experience in contractual services providing the type of services described in this RFP.
3. The Offeror must be able to provide each required component and deliverable as detailed in the Scope of Work.
4. The Offeror must have submitted an application for licensure as a health maintenance organization or insurance company with the Mississippi Department of Insurance at the time of proposal submission. If selected, the Offeror will be required to obtain licensure prior to offering or providing services to beneficiaries.

## **2.2 PROCUREMENT APPROACH**

The major steps of the procurement approach are described in detail in Section 3 of this RFP. The required format and content of proposals are each specified in Section 5 of this RFP.

## **2.3 ACCURACY OF STATISTICAL DATA**

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

## **2.4 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, any amendments thereto, and RFP Questions and Answers (following official written release) will be posted on the Procurement page of the Division's website at <http://www.medicaid.ms.gov/resources/procurement/>.

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

The Division's website is <http://www.medicaid.ms.gov> and contains Annual Reports, Provider Manuals, Bulletins and other information. The Division's Annual Report Summary provides information on beneficiary enrollment, program funding, and expenditures broken down by types of services covered in the Mississippi Medicaid program for the respective fiscal years.

State financial information is available at <http://www.dfa.state.ms.us>.

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

Information regarding Mississippi Department of Information Technology Services Enterprise Security Policy can be found at <http://www.its.ms.gov/Services/Pages/ENTERPRISE-SECURITY-POLICY.aspx>.

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

The Mississippi Code of 1972 covers all sections of and amendments to the Constitution of the United States and the Constitution of the State of Mississippi. Access to the Mississippi Code can be found at <http://www.sos.ms.gov/Education-Publications/Pages/Mississippi-Code.aspx>.

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### **3 PROCUREMENT PROCESS**

#### **3.1 APPROACH**

This RFP is designed to provide the Offeror with the information necessary to prepare a competitive proposal. Similarly, the RFP process is intended to also provide the Division with the necessary information to adequately assist the Division in the selection of a Contractor to provide the desired services. It is not intended to be comprehensive, and each Offeror is responsible for determining all factors necessary for submission of a comprehensive and accurate proposal. It is incumbent upon each Offeror to determine the necessary information to submit with its proposal to provide the Division with an understanding of its ability to provide the requested services. The State is relying upon the Offeror's experience and expertise to supply all components and functionality necessary to provide a complete solution to meet the intent of the RFP.

The Division reserves the right to interpret the language of this RFP or its requirements in a manner that is in the best interest of the State.

The Division will 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 best proposal in accordance with Federal and State laws and regulations. Specifically, the procurement process is guided by appropriate provisions of the *Personal Service Contract Review Board Rules and 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 and determine a final score. The evaluation and selection process is described in more detail in Section 6 of this RFP.

Submission of a proposal in response to this RFP constitutes acceptance of the conditions governing the procurement process, including the evaluation factors contained in Section 6 of this RFP, and constitutes acknowledgment of the detailed descriptions of the Mississippi Medicaid Program.

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

#### **3.2 QUALIFICATION OF OFFEROR**

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.

Each Offeror must have submitted an application for licensure as a health maintenance organization or insurance company with the Mississippi Department of Insurance at the time of proposal submission. If selected, the Offeror will be required to obtain licensure prior to offering or providing services to beneficiaries.

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

The Division 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 Division and the State.

Discussions may be conducted by the Office of Procurement with any Offeror that submits a proposal determined to be reasonably susceptible of being selected for award. Proposals may also be accepted without such discussions. The Division reserves the right to request additional information or clarification of an Offeror's proposal. The Offeror's cooperation during the evaluation process in providing the Division staff with adequate responses to requests for clarification will be considered a factor in the evaluation of the Offeror's overall responsiveness. Lack of such cooperation or failure to provide the information in the manner required may, at the Division's discretion, result in the disqualification of the Offeror's proposal.

### **3.3 RULES OF PROCUREMENT**

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

#### **3.3.1 Restrictions on Communications with the Division's Staff**

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

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

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

The Division reserves the right to amend the RFP at any time. All amendments will be posted to the Division's website at <http://www.medicaid.ms.gov/resources/procurement/>. After February 24, 2017, Offerors submitting Letters of Intent will be notified when amendments are released.

Offerors shall acknowledge receipt of any amendment to the RFP by signing and returning the form provided with the amendment and identifying the amendment number and date in the Offeror's Transmittal Letter. The acknowledgment must be received by the Division by the time and at the place specified for receipt of proposals.

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

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

### **3.3.4 Acceptance of Proposals**

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

All proposals properly submitted will be accepted by the Division. After review, the Division may request necessary modification and clarification from all Offerors, reject any or all proposals received, or cancel this RFP, according to the best interest of the Division and the State of Mississippi.

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

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

The Division reserves the right to exclude any and all non-responsive proposals from any consideration for Contract award. The Division will make pre-paid, capitated monthly payments to the Offeror whose proposal is responsive to the RFP and is most advantageous to the Division and the State of Mississippi in quality and other factors considered.

### **3.3.5 Rejection of Proposals**

A proposal may be rejected for failure to conform to the rules or the requirements contained in this RFP. Proposals must be responsive to all requirements of the RFP in order to be considered for Contract award. The Division reserves the right at any time to cancel the RFP or, after the proposals are received, to reject any of the submitted proposals determined to be non-responsive. The Division further reserves the right to reject any and all proposals received by reason of this request. Reasons for rejecting a proposal include, but are not limited to, the following:

1. The proposal contains unauthorized amendments to the requirements of the RFP.
2. The proposal is conditional.
3. The proposal is incomplete or contains irregularities that make the proposal indefinite or ambiguous.
4. The proposal is not signed by an authorized representative of the party.
5. The proposal contains false or misleading statements or references.
6. The Offeror is determined to be non-responsible as specified in Section 3-401 of the *Personal Service*



*Contract Review Board Rules and 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 Proposal Submission Requirements as set forth in the RFP.
11. The Offeror currently owes the State money.

### **3.3.6 Alternate Proposals**

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

### **3.3.7 Proposal Modification and Withdrawal**

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

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

Unless requested by the Division, no other modifications, 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) days from the proposal due date.

### **3.3.8 Disposition of Proposals**

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

### **3.3.9 Responsible Contractor**

The Division shall contract only with a responsible Contractor who possesses the ability to perform successfully under the terms and conditions of the RFP and implementation of the proposal. 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 as part of the evaluation; however, they are not required. ~~At the discretion of the Division, all Offerors receiving a minimum of sixty (60) points of the total score during the evaluation phase may be given the opportunity to make an oral presentation.~~ The purpose of the oral presentation is to provide an opportunity for the Offeror to present its proposal and credentials of proposed staff, and to respond to any questions from the Division. The original proposal cannot be supplemented, changed, or corrected either in writing or orally.

The presentation will occur at a State office location in Jackson, Mississippi. Offerors will receive a ten (10) day prior notification, or as otherwise reasonably allowed by the schedule, requesting their participation in Oral Presentations. The determination of participants, location, order, and schedule for the presentations is at the sole discretion of the Division and will be provided during the Evaluation process. The presentation may include slides, graphics, and other media selected by the Offeror to illustrate its Proposal.

The presentations are tentatively scheduled for June 6-8, 2017. The Offeror's presentation team shall include, at a minimum, the Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Medical Director, proposed Project Manager and other key management staff necessary to implement the Contract requirements. However, the Division reserves the right to limit the number of participants in the Offeror's presentation and will notify Offeror of any limitations at the time they are notified of the request to participate. The Division reserves the right to limit the time period for the presentation.

### **3.5 CMS APPROVAL**

Approval from the Centers for Medicare and Medicare Services (CMS) must be received. Every effort will be made by the Division to facilitate rapid approval and a start date consistent with the proposed schedule.

### **3.6 NOTICE OF INTENT TO AWARD**

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

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

### **3.7 POST-AWARD DEBRIEFING**

#### **3.7.1 Debriefing Request**

Offerors may request a post-award debriefing by email to the Office of Procurement, to be received by the Division within three (3) business days of notification of the Contract award. The Offeror shall 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 an Offeror prefers to have legal representation

present, the Offeror shall notify the Division and identify the Offeror's attorney prior to the debriefing. The Division 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.**

### **3.7.2 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 the Division and the Offeror. The designee from the Office of Procurement shall chair the meeting, and where practicable, may include other staff with direct knowledge of the procurement.

### **3.7.3 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 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.

### **3.7.4 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, the Division shall not reveal any information prohibited by law and/or the debriefing shall not include point-by-point comparisons of the debriefed Offeror's proposal or Statement of Qualifications (SOQ) with other Offerors. Any written request by an Offeror for nondisclosure of trade secrets and other proprietary data is subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1.

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

## **3.8 PROTEST POLICY AND PROCEDURES**

### **3.8.1 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 ten (10) business days from the notice of non-award. Protests should be addressed to the Division's Executive Director and must contain specific grounds for the protest. Supporting documentation may be included with the protest.

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A protest must state all grounds upon which the protesting party asserts that the procurement or award was improper. Issues not raised by the protesting party in the protest are deemed waived. Protests submitted within the ten (10) business days may be supplemented and/or modified.

Only the following are acceptable grounds for protest:

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

Disallowed grounds include:

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

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

### **3.8.2 Protest Bond**

Protests must be accompanied by a bond for five hundred thousand dollars and zero cents (\$500,000.00). The protest bond shall be maintained through final resolution, whether at the agency level or through a court of competent jurisdiction.

The Division 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 the Division finds that an Offeror's protest has no merit, the Division shall at its own discretion retain all or a percentage of the submitted bond. Please refer to Section 4.9 for further details regarding proposal protests.

### **3.8.3 The Division's Responsibilities Regarding Protests**

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

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

The Executive Director shall review all documentation concerning the procurement and may request additional documentation. The Executive Director shall then determine whether 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.

## **4. TERMS AND CONDITIONS**

### **4.1 GENERAL**

The Contract between the State of Mississippi and the Contractor shall consist of 1) the Contract and any amendments thereto; 2) this RFP and any amendments thereto; 3) the Contractor's proposal submitted in response to the RFP by reference and as an integral part of this Contract; and 4) written questions and answers. In the event of a conflict in language among the four documents referenced above, the provisions and requirements set forth and/or referenced in the Contract and its amendments shall govern. The RFP in its entirety is a part of the Contract. In the event of a dispute or conflict among any of the components of the Contract, the Contract shall govern. After the Contract, the order of priority is: Att. C, Bidder Questions and Answers; Att. B, the Proposal; and Att. A, the RFP. All the documents shall be read and construed as far as possible to be one harmonious whole; however, in the event of a conflict or dispute, the above list is the list of priority.

The Contract shall be guided 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>.

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

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

Contractor: Person(s) designated by the Contractor

The Division: Executive Director

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

In the event the Division finds the Contractor to be non-compliant with program standards, performance standards, provisions of this Contract, or the applicable statutes or rules governing Medicaid prepaid health plans, the Division shall issue a written notice of deficiency, request a corrective action plan, and/or specify the manner and time frame in which the deficiency is to be cured. If the Contractor fails to cure the deficiency as ordered to the satisfaction of the Division, the Division shall have the right to exercise any of the administrative sanction options described in 42 C.F.R. § 438.700 *et seq.* and the Contract, in addition to any other rights and remedies that may be available to the Division:

The Division may require corrective action in the event that any report, filing, examination, audit, survey, inspection, investigation, or the like should indicate that the Contractor, any Subcontractor, or supplier is not in compliance with any provision of the Contract, or in the event that the Division receives a Complaint concerning the standard of care rendered by the Contractor, any Subcontractor or supplier. The Division may also require the modification of any policies or procedures of the Contractor relating to the

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fulfillment of its obligations pursuant to the Contract. The Division may issue a deficiency notice and may require a corrective action plan be filed within fifteen (15) calendar days following the date of the notice. A corrective action plan shall delineate the time and manner in which each deficiency is to be corrected. The corrective action plan shall be subject to approval by the Division, which may accept it as submitted, accept it with specified modifications, or reject it. The Division may extend or reduce the time frame for corrective action depending upon the nature of the deficiency, and shall be entitled to exercise any other right or remedy available to it, whether or not it issues a deficiency notice or provides the Contractor with the opportunity to take corrective action. In appropriate instances, the Division may refer the matter to the State Medicaid Fraud Control Unit for investigation and possible criminal prosecution.

The Division reserves the right to assess actual or liquidated damages, upon the Contractor's failure to provide timely services required pursuant to the Contract. It is agreed by the Division and the Contractor that in the event of the Contractor's failure to meet the requirements provided in the Contract and/or all documents incorporated therein, damage will be sustained by the Division and the actual damages which will be sustained by event of and by reason of such failure are uncertain, and extremely difficult and impractical to ascertain and determine. The parties therefore agree that the Contractor shall pay the Division liquidated damages in the fixed amounts as stated in the Contract, and such liquidated damages are a reasonable estimate of the loss which will be incurred. Unless a different amount is specified, the Division may, at its sole discretion, assess liquidated damages between one dollar (\$1.00) and one million dollars (\$1,000,000.00) for each failure that occurs or remains uncorrected. However, if it is finally determined that the Contractor would have been able to meet the Contract requirements but for the Division's failure to perform as provided in the Contract, the Contractor shall not be liable for damages resulting directly therefrom. The Division may impose liquidated damages upon the Contractor when it fails to timely and accurately submit any reports under the Contract.

The Division's failure to assess liquidated damages in one or more particular instances will in no event waive the right for the Division to assess additional liquidated damages or actual damages. Assessment of any actual or liquidated damages does not waive any other remedies available to the Division pursuant to this Contract or State or Federal law. If liquidated damages are known to be insufficient then the Division has the right to pursue actual damages. Continued violations of the requirements set forth in the Contract may result in termination of the Contract by the Division.

1. Failure by the Contractor to submit by the due date any material required by the Contract, or failure by the Contractor to submit complete and accurate material required by the Contract. (\$750 per instance, per day)
2. Failure to complete corrective action as described in this Contract, the Contractor shall pay liquidated damages in the amount of three thousand dollars (\$3,000.00) per calendar day for each day the corrective action is not completed in accordance with the timeline established in the corrective action plan.
3. Failure of the Contractor to comply with the close out and turnover requirements of this RFP may result in the assessment of damages of up to \$10,000.00, which, if imposed shall be deducted from the final payment to be made to Contractor.
4. Any other failure of Contractor that the Division determines constitutes a substantial non-compliance with any material term of the Contract and/or RFP not specifically enumerated herein.

### **4.3 TERM OF CONTRACT**

The Division will award a Contract based on proposals. The Contract period begins July 1, 2017 and will terminate June 30, 2020. The Division may have, under the same terms and conditions as the existing Contract, an option for two (2) one-year extension periods, provided the Division obtains approval from CMS to allow an extension period.

#### **4.3.1 Stop Work Order**

1. Order to Stop Work: The Division Contract Administrator may, by written order to the Contractor at any time and without notice to any surety, require the Contractor to stop all or any part of the work called for by this Contract. This order shall be for a specified period not exceeding ninety (90) days after the order is delivered to the Contractor, unless the parties agree to 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, the 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 Division Contract Administrator shall either:
  - a. Cancel the stop work order; or
  - b. Terminate the work covered by such order as provided in the “Termination for Default by the Contractor” clause or the “Termination for Convenience” clause of this Contract.
2. Cancellation or Expiration of the Order: If a stop work order issued under this clause is canceled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or Contractor price, or both, and the Contract shall be modified in writing accordingly, if:
  - a. The stop work order results in an increase in the time required for, or in the Contractor’s cost properly allocable to, the performance of any part of this Contract; and
  - b. The Contractor asserts a claim for such an adjustment within thirty (30) days after the end of the period of work stoppage; provided that, if the Division Contract Administrator 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 this Contract
3. Termination of Stopped Work: If a stop work order or extension is not canceled 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 negotiated between the Division and the Contractor.

#### **4.3.2 Termination of Contract**

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

1. For default by the Contractor;

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

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

#### **4.3.2.1 Termination for Default by the Contractor**

(1) *Default.* If Contractor refuses or fails to perform any of the provisions of this Contract with such diligence as will ensure its completion within the time specified in this Contract or any extension thereof, or otherwise fails to timely satisfy the Contract provisions, or commits any other substantial breach of this Contract, the Agency Head or designee may notify Contractor in writing of the delay or nonperformance and if not cured in ten (10) days or any longer time specified in writing by the Agency Head or designee, such officer may terminate Contractor's right to proceed with the Contract or such part of the Contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the Agency Head or designee may procure similar supplies or services in a manner and upon terms deemed appropriate by the Agency Head or designee. Contractor shall continue performance of the Contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

(2) *Contractor's Duties.* Notwithstanding termination of the Contract and subject to any directions from the Division Contract Administrator, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.

(3) *Compensation.* Payment for completed services delivered and accepted by the State shall be at the Contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.

(4) *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of Subcontractors, Contractor shall not be in default by reason of any failure in performance of this Contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a Subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the Subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the Contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the Contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price



Contracts, “Termination for Convenience,” in cost-reimbursement Contracts, “Termination”). (As used in this Paragraph of this clause, the term “Subcontractor” means Subcontractor at any tier).

(5) *Erroneous Termination for Default.* If, after notice of termination of Contractor’s right to proceed under the provisions of this clause, it is determined for any reason that the Contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the Contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.

(6) *Additional Rights and Remedies.* The rights and remedies of the Division provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **4.3.2.2 Termination for Convenience**

(1) *Termination.* The Agency Head or designee may, when the interests of the State so require, terminate this Contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the Contract terminated and when termination becomes effective. Termination shall be effective as of the close of business on the date specified in the notice, which shall be at least thirty (30) days from the date of receipt of the notice by the Contractor.

(2) *Contractor’s Obligations.* Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination Contractor will stop work to the extent specified. Contractor shall also terminate outstanding orders and Subcontracts as they relate to the terminated work. Contractor shall settle the liabilities and claims arising out of the termination of Subcontracts and orders connected with the terminated work. The Agency Head or designee may direct Contractor to assign Contractor’s right, title, and interest under terminated orders or Subcontracts to the State. Contractor must still complete the work not terminated

#### **4.3.2.3 Termination for the Contractor Bankruptcy**

This Contract may be terminated in whole or in part by the Division upon written notice to Contractor, if Contractor should become insolvent, become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, upon the execution by Contractor of an assignment for the benefit of its creditors, avail itself of, or become subject to, any proceeding under the Bankruptcy Reform Act of 1978 or any other applicable Federal or State statute relating to insolvency or the protection of the rights of creditors.

In the event the Division elects to terminate the Contract under this provision, it shall do so by sending Notice of Termination to the Contractor by certified mail, return receipt requested, or delivered in person. The date of termination shall be the close of business on the date specified in such notice to the Contractor. In the event of the filing of a petition in bankruptcy by or against a principal Subcontractor, the Contractor shall immediately so advise the Division. The Contractor shall ensure and shall satisfactorily demonstrate to the Division that all tasks related to the Subcontract are performed in accordance with the terms of this Contract.



In the event of such termination, Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this Contract, but in no case shall said compensation exceed the total Contract price.

#### **4.3.2.4 Availability of Funds**

It is expressly understood and agreed that the obligation of the Division to proceed under this Contract 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 Contract 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 the funds were provided or if funds are not otherwise available to the Division, the Division shall have the right upon ten (10) working days written notice to the Contractor, to terminate this Contract without damage, penalty, cost, or expenses to the Division of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

### **4.3.3 Procedure on Termination**

#### **4.3.3.1 Contractor Responsibilities**

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

- Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
- Place no further orders or Subcontracts for materials, services or facilities, except as may be necessary for completion of such portion of the work in progress under the Contract until the effective date of termination;
- Terminate all orders and Subcontracts to the extent that they relate to the performance of work terminated by the Notice of Termination;
- Deliver to the Division within the time frame as specified by the Division in the Notice of Termination, copies of all data and documentation in the appropriate media and make available all records required to assure continued delivery of services to beneficiaries and providers at no cost to the Division;
- Complete the performance of the work not terminated by the Notice of Termination;
- Take such action as may be necessary, or as the Division may direct, for the protection and preservation of the property related to the Contract which is in the possession of the Contractor and in which the Division has or may acquire an interest;
- Fully train the Division staff or other individuals at the direction of the Division in the operation and maintenance of the process;
- Promptly transfer all information necessary for the reimbursement of any outstanding claims; and

- Complete each portion of the Turnover Phase after receipt of the Notice of Termination. The Contractor shall proceed immediately with the performance of the above obligations notwithstanding any allowable delay in determining or adjusting the amount of any item of reimbursable price under this clause.

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

#### **4.3.3.2 Division Responsibilities**

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

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

The Contractor shall have the right of appeal, as stated under Disputes (Paragraph 4.9.5) from any such determination made by the Division.

#### **4.3.4 Assignment of the Contract**

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

#### **4.3.5 Excusable Delays/Force Majeure**

The Contractor and the Division shall be excused from performance under this Contract for any period that they are prevented from performing any services under this Contract as a result of an act of God, war, civil disturbance, epidemic, court order, government act or omission, or other cause beyond their reasonable control. When such a cause arises, the Contractor shall notify the Division immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the Division determines it to be in its best interest to terminate the Contract.

#### **4.3.6 Applicable Law**

The Contract shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflict of laws, provisions, and any litigation with respect thereto shall be brought in the courts of the State of Mississippi. The Contractor shall comply with all applicable Federal, State, and local laws and regulations and standards, as have been or may hereinafter be established, including but not limited to, Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990, as amended; Section 1557 of the Patient Protection and Affordable Care Act (PPACA); the Health Care and Education Reconciliation Act of 2010 (HCERA); and other laws and regulations, specifically including without limitation, privacy and confidentiality rules and the policies, rules, and regulations of the Division.

#### **4.4 NOTICES**

Whenever, under this RFP, one party is required to give notice to the other, except for purposes of Notice of Termination under Section 4.3, such notice shall be deemed given upon delivery, if delivered by hand, or upon the date of receipt or refusal, if sent by registered or certified mail, return receipt requested or by other carriers that require signature upon receipt. Notice may be delivered by facsimile transmission, with original to follow by certified mail, return receipt requested, or by other carriers that require signature upon receipt, and shall be deemed given upon transmission and facsimile confirmation that it has been received. Notices shall be addressed as follows:

In case of notice to the Contractor:

Project Manager  
Street Address  
City, State Zip Code

In case of notice to the Division:

Executive Director  
Division of Medicaid  
550 High St., Suite 1000  
Jackson, Mississippi 39201

Copy to Contract Administrator, the Division

#### **4.5 COST OR PRICING DATA**

If the Division determines that any price, including profit or fee, negotiated in connection with this RFP was increased because the Contractor furnished incomplete or inaccurate cost or pricing data not current as certified in the Contractor's certification of current cost or pricing data, then such price or cost shall be reduced accordingly and this RFP shall be modified in writing and acknowledged by the Contractor to reflect such reduction.

## **4.6 SUBCONTRACTING**

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

The Contractor shall not subcontract any portion of the services to be performed under this Contract without the prior written approval of the Division. The Contractor shall notify the Division not less than thirty (30) days in advance of its desire to subcontract and include a copy of the proposed Subcontract with the proposed Subcontractor.

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

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

The Contractor shall be solely responsible for the performance, oversight, and payments of any Subcontractor under such Subcontract approved by the Division. Subcontracts must adhere to the requirements of 42 C.F.R. § 438.230.

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

## **4.7 PROPRIETARY RIGHTS**

### **4.7.1 Ownership of Documents**

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

### **4.7.2 Ownership of Information and Data**

the Division, DHHS, CMS, the State of Mississippi, and/or their agents shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under any Contract resulting from this RFP.

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

Excluded from the foregoing provisions in this Section 4.7.2, however, are any pre-existing, proprietary tools owned, developed, or otherwise obtained by Contractor independent of this Contract. Contractor is and shall remain the owner of all rights, title and interest in and to the Proprietary Tools, including all copyright, patent, trademark, trade secret and all other proprietary rights thereto arising under Federal and State law, and no license or other right to the Proprietary Tools is granted or otherwise implied. Any right that the Division may have with respect to the Proprietary Tools shall arise only pursuant to a separate written agreement between the parties.

#### **4.7.3 Public Information**

Offerors shall provide an electronic, single document version of proposals redacting those provisions of the proposal which contain trade secrets or other proprietary data. However, Offerors should be aware that their un-redacted proposals are considered public record and are subject to release by the Division pursuant to and in accordance with Section 25-61-1, *et seq.* of the Mississippi Code Annotated of 1972, absent a court-issued protective order or agreement by the requesting party to receive a redacted version.

#### **4.7.4 Right of Inspection**

Pursuant to the requirements of 42 C.F.R. § 438.3 the Division, the Division's Office of Program Integrity, the State Medicaid Fraud Control Unit, the Mississippi Department of Audit, the U.S. Department of Health and Human Services (DHHS), the Mississippi Division of Family and Children's Services (DFCS), CMS, Office of Inspector General (OIG), the Comptroller General, the U.S. Government Accountability Office (GAO), and any other auditing agency prior- approved by the Division, or authorized representatives or designees of the aforementioned parties, shall, at reasonable times, any time, have the right to enter onto the Contractor's or Subcontractor's premises, or such other places where duties under this Contract or Medicaid-related activities are being performed, with or without notice, to inspect, audit monitor, or otherwise evaluate (including periodic systems testing) the work being performed by the Contractor, Subcontractor, Subcontractor's contractor, or supplier. Under the False Claims Act at 31 U.S.C. § 3731(b)(2), claims may be brought up to ten (10) years after the date on which a violation is committed. The right to audit exists for ten (10) years from the final date of the Contract period or from the date of completion of any audit, whichever is later (42 C.F.R. § 438.3(h)). All inspections and evaluations shall be performed in such a manner as will not unduly delay work. Refusal by the Contractor to allow access to all records, documents, papers, letters or other materials, shall constitute a breach of contract. All audits performed by persons other than Division staff will be coordinated through the Division and its staff.

Such monitoring activities shall include, but are not limited to, onsite inspections of all service locations, and health care facilities, and equipment; auditing and/or review of all records or documents developed under this Contract including periodic medical audits, Grievances, Enrollments, Disenrollments, termination, utilization and financial records, reviewing management systems and procedures developed under this Contract and review of any other areas of materials relevant to or pertaining to this Contract. Because of the importance of having accurate service utilization data for program management, utilization review and evaluation purposes, emphasis will be placed on case record validation during periodic monitoring visits to project sites. The Division shall prepare a report of its findings and recommendations and require the Contractor to develop corrective action plan to address any deficiencies. If the Division, CMS, or OIG determines that there is a reasonable possibility of fraud or similar risk, the Division, CMS, or OIG may inspect, evaluate, and audit the Subcontractor at any time.

#### **4.7.5 Licenses, Patents and Royalties**

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

The Contractor, without exception, shall indemnify, save, and hold harmless the Division and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or non-patented invention, process, or article manufactured by the Contractor. The Division will provide prompt written notification of a claim of copyright or patent infringement.

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

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

#### **4.7.6 Records Retention Requirements**

The Contractor shall maintain detailed records evidencing all expenses incurred pursuant to the Contract, the provision of services under the Contract, and complaints, grievances and appeals, for the purpose of audit and evaluation by the Division and other Federal or State personnel. All records, including training records, pertaining to the Contract must be readily retrievable within three (3) business days for review at the request of the Division and its authorized representatives. All records shall be maintained and available for review by authorized Federal and State personnel during the entire term of the Contract and for a period of ten (10) years thereafter, unless an audit is in progress or there is pending litigation. When an audit or pending litigation has not been completed at the end of the ten (10) year period, records shall be retained until all issues are finally resolved.

#### **4.8 REPRESENTATION REGARDING CONTINGENT FEES**

The Offeror 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 Offeror's bid or proposal.

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

The RFP in its entirety is a part of the Contract. In the event of a dispute or conflict among any of the components of the Contract, the Contract shall govern. *After the Contract, and all exhibits thereto, the order of priority is: Bidder Questions and Answers; the Proposal; and the RFP and amendments thereto.* All the documents shall be read and construed as far as possible to be one harmonious whole; however, in the event of a conflict or dispute, the above list is the list of priority.

The Division reserves the right to clarify any contractual relationship in writing and such clarification will govern in case of conflict with the requirements of the RFP. Any ambiguity in the RFP shall be construed in favor of the Division.

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

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

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

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

The Contractor expressly agrees to all of the provisions and requirements as set forth in the State Plan for Medical Assistance approved by the State of Mississippi and by the Secretary of the United States Department of Health and Human Services, pursuant to Title XIX of the Social Security Act, and understands those provisions and requirements are also incumbent on the Contractor.

#### **4.9.2 Waiver**

No assent, expressed or implied, by the parties hereto to the breach of the provisions or conditions of this Contract shall be deemed or taken to be a waiver of any succeeding breach of the same or any other provision or condition and shall not be construed to be a modification of the terms of this Contract.

Moreover, no delay or omission by either party to this Contract in exercising any right, power, or remedy hereunder or otherwise afforded by Contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this Contract shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or condition of this Contract will void, waive, or change any other term or condition. No waiver by one party to this Contract of a default by the other party will imply, be construed as or require waiver of future or other defaults.

#### **4.9.3 Severability**

If any part, term or provision of the Contract (including items incorporated by reference) is held by the courts or other judicial body to be illegal or in conflict with any law of the State of Mississippi or any Federal law, the validity of the remaining portions or provisions shall not be affected and the obligations of the parties shall be construed in full force as if the Contract did not contain that particular part, term or provision held to be invalid.



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

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

If the parties are unable to reach an agreement within thirty (30) days of the Division receipt of the Contractor's cost estimate, the Executive Director of the Division shall make a determination of the revised price, and the Contractor shall proceed with the work according to a schedule approved by the Division subject to the Contractor's right to appeal the Executive Director's determination of the price pursuant to the Disputes clause.

The rate of payment for changes or amendments completed per Contract year shall be at the rates specified by the Contractor's proposal.

At any time during the term of this Contract, the Division may increase the quantity of goods or services purchased under this Contract by sending the Contractor a written amendment or modification to that effect which references this Contract and is signed by the Executive Director of the Division. The purchase price shall be the lower of the unit cost identified in the Contractor's proposal or the Contractor's then-current, published price. The foregoing shall not apply to services provided to the Division at no charge. The delivery schedule for any items added by exercise of this option shall be set by mutual agreement.

#### **4.9.5 Disputes**

Any dispute concerning the Contract which is not disposed of by agreement shall be decided by the Executive Director of the Division who shall reduce such decision to writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Executive Director shall be final and conclusive. Nothing in this paragraph shall be construed to relieve the Contractor of full and diligent performance of the Contract.

#### **4.9.6 Cost of Litigation**

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



#### **4.9.7 Attorney Fees**

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

#### **4.10 INDEMNIFICATION**

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

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

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

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

If in the reasonable judgment of the Division, a default by the Contractor is not so substantial as to require termination and reasonable efforts to induce the Contractor to cure the default are unsuccessful and the default is capable of being cured by the Division or by another resource without unduly interfering with the continued performance of the Contractor, the Division may provide or procure such services as are reasonably necessary to correct the default. In such event, the Contractor shall reimburse the Division for the entire cost of those services. The Division may deduct the cost of those services from the

Contractor's monthly administrative invoices. The Contractor shall cooperate with the Division or those procured resources in allowing access to facilities, equipment, data or any other Contractor resources to which access is required to correct the default. The Contractor shall remain liable for ensuring that all operational performance standards remain satisfied.

#### **4.10.1 No Limitation of Liability**

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

#### **4.10.2 Third Party Action Notification**

Contractor shall give the Division prompt notice in writing of any action or suit filed, and prompt notice of any claim made against Contractor by any entity that may result in litigation related in any way to this Contract.

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

#### **4.11.1 Independent Contractor**

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

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

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

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

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

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

The Contractor shall not use the Division's name or refer to the Contract and the services provided therein directly or indirectly in any advertisement, news release, professional trade or business presentation without prior written approval from the Division.

#### **4.11.2 Employment of Division Employees**

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

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

#### **4.11.3 Conflict of Interest**

The Contractor shall comply with the conflict of interest safeguards described in 42 CFR § 438.58 and with the prohibitions described in Section 1902(a)(4)(C) of the SSA applicable to contracting officers, employees, or independent contractors.

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

The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants that in the performance of the Contract no person having any such known interests shall be employed including subsidiaries or entities that could be misconstrued as having a joint relationship with the Contractor..

#### **4.11.4 Personnel Practices**

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

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

The Contractor shall sign the Drug Free Workplace Certificate (Exhibit 1).

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

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

#### **4.12 EMPLOYMENT PRACTICES and COMPLIANCE WITH LAWS**

The Contractor understands that the Division is an equal opportunity employer and therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, religion, sex, age, national origin, physical handicap, disability, genetic information, political affiliation, ancestry, limited English proficiency, or any other consideration made unlawful by Federal, State, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the Contract that the Contractor shall strictly adhere to this policy in its employment practices and provision of services, including, but not limited to, hiring, termination/discharge, promotion/demotion, or other terms and conditions of employment. The Contractor shall comply with, and all activities under this Contract shall be subject to, all applicable Federal, State of Mississippi, and local laws and regulations related to unlawful discrimination, as now existing and as may be amended or modified.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment notices setting forth the provisions of this clause.

The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, age, national origin, physical handicap, disability, genetic information, political affiliation, ancestry, limited English proficiency, or any other consideration made unlawful by Federal, State, or local laws, except where it relates to a bona fide occupational qualification or requirement.

The Contractor shall comply with the non-discrimination clause contained in Federal Executive Order 11246, as amended by Federal Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor and with Title 41, Code of Federal Regulations, Chapter 60. The Contractor shall comply with related State laws and regulations, if any.

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

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

## **4.13 OWNERSHIP AND FINANCIAL DISCLOSURES**

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

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

### **4.13.1 Information to Be Disclosed**

In accordance with 42 C.F.R. § 455.104(b), the Contractor shall disclose the following:

1. The name and address of any individual or corporation with an ownership or control interest in the disclosing entity, the Division's FAC, or managed care entity. The address for corporate entities shall include as applicable primary business, every business location, and P.O. Box address;
2. Date of birth and Social Security Number (in the case of an individual);
3. Other tax identification number (in the case of a corporation) with an ownership or control interest in the disclosing entity, the Division's FAC, or other managed care entity or in any Subcontractor in which the disclosing entity, the Division's FAC, or other managed care entity has a five percent (5%) or more interest;
4. Whether the person (individual or corporation) with an ownership or control interest in the disclosing entity (or the Division's FAC or managed care entity) is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any Subcontractor in which the disclosing entity (or Division's FAC or managed care entity) has a five percent (5%) or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling;
5. The name of any other disclosing entity (or the Division's FAC or other managed care entity) in which an owner of the disclosing entity (or Division's FAC or managed care entity) has an ownership or control interest; and,
6. The name, address, date of birth, and Social Security Number of any managing employee of the disclosing entity (or the Division's FAC or managed care entity).

### **4.13.2 When Information Will Be Disclosed**

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

1. Upon the Contractor submitting a proposal in accordance with the State's procurement process;
2. Annually, including upon the execution, renewal, and extension of the Contract with the State; and,

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

#### **4.13.3 To Whom Information Will Be Disclosed**

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

#### **4.13.4 Federal Financial Participation**

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

#### **4.13.5 Information Related to Business Transactions**

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

1. The ownership of any Subcontractor with whom the Contractor has had business transactions totaling more than twenty-five thousand dollars and zero cents (\$25,000.00) during the 12-month period ending on the date of the request; and,
2. Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any Subcontractor, during the five (5)-year period ending on the date of the request.

Any disclosing entity that is subject to periodic survey and certification of its compliance with Medicaid standards must supply the information listed above to State survey agency at the time it is surveyed.

A managed care entity that is not subject to periodic survey and certification and has not supplied the information specified above to the Secretary within the prior twelve (12)-month period, must submit the information to the Division before entering into a contract or agreement to participate in the program.

#### **4.13.6 Disclosure of Identity of Any Person Convicted of a Criminal Offense**

In accordance with 42 C.F.R. § 455.106(a), the Contractor shall disclose to the Division the identity of any person who:

1. Has ownership or control interest in the Contractor, or is an agent or managing employee of the Contractor; and,
2. Has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the Title XX services program since the inception of those programs.



#### **4.13.7 Disclosure to the Inspector General**

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

#### **4.13.8 Division's Right of Refusal**

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

#### **4.13.9 Additional Requirements of the Division and Contractors**

In accordance with 42 C.F.R. § 455.436, the State Medicaid agency and all Medicaid Contractors shall do the following:

1. Confirm the identity and determine the exclusion status of Contractors/Subcontractors and any person with an ownership or control interest or who is an agent or managing employee of the Contractor/Subcontractor through routine checks of Federal databases; and,
3. Consult appropriate databases to confirm identity of the above-mentioned persons and entities by searching the List of Excluded Individuals/Entities (LEIE) and the System for Award Management (SAM) upon enrollment, re-enrollment, credentialing, or re-credentialing, and no less frequently than monthly thereafter, to ensure that the State does not pay Federal funds to excluded persons or entities.

The Contractor must fully disclose all information in accordance with 42 C.F.R. § 1002.3. The Division may refuse to enter into, or terminate, this Contract if it determines that the Contractor did not fully and accurately make any disclosure required under 42 C.F.R. § 1002.3(a).

Each Contractor, except Federally Qualified Contractors, shall provide defined information on specified transactions with specified "parties in interest" for specified time periods as defined in the Public Health Services Act § 1903(m)(2)(A)(viii) and 1903(m) (4), which are defined as:

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

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- b. Any organization in which a person is a director, officer or partner; has directly or indirectly a beneficial interest of more than five percent (5%) of the equity of the Contractor; or has a mortgage, deed of trust, note or other interest valuing more than five percent (5%) of the assets of the Contractor;
- c. Any person directly or indirectly controlling, controlled by, or under common control with the Contractor; and
- d. Any spouse, child, parent, or authorized agent of an individual described in subsections a, b, or c.

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

- a. The name of the Party in Interest in each transaction;
- b. A description of each transaction and, if applicable, the quantity of units involved;
- c. The accrued dollar value of each transaction during the calendar year; and
- d. A justification of the reasonableness of each transaction.

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

- a. Any sale, exchange, or lease of any property between the Contractor and a Party in Interest;
- b. Any lending of money or other extension of credit between the Contractor and a Party in Interest; and
- c. Any furnishing for consideration of goods, services (including management services) or facilities between the Contractor and a Party in Interest. Business transactions for purposes of this section do not include salaries paid to employees for services provided in the normal course of employment by the Contractor.

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

- a. Name, address, and official position;
- b. A biographical summary;
- c. A statement as to whether the person with ownership or control interest is related to any other person with ownership or control interest such as a spouse, parent, child, or sibling;
- d. The name of any organization in which the person with ownership or control interest in the Contractor also has an ownership or control interest, to the extent obtainable from the other organization by the Contractor through reasonable written request; and



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

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

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

#### **4.13.10 Change of Ownership**

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

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

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

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

#### **4.14 RISK MANAGEMENT**

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

On or before beginning performance under this Contract, the Contractor shall obtain from an insurance company, duly authorized to do business and doing business in Mississippi, insurance as follows:

#### **4.14.1 Workers' Compensation**

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

#### **4.14.2 Liability**

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

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

### **4.15 CONFIDENTIALITY OF INFORMATION**

#### **4.15.1 Confidentiality of Beneficiary Information**

All information as to personal facts and circumstances concerning Medicaid beneficiaries obtained by the Contractor shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of the Division and the written consent of the enrolled beneficiary, his attorney, or his responsible parent or guardian, except as may be required by the Division. The Contractor shall adhere to the confidentiality requirements in 42 C.F.R. § 438.224.

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

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

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

This requirement of confidentiality survives the term of the Contract between the Division and Contractor.

#### **4.15.2 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 laws, if any. Offerors should be aware that the un-redacted version of their proposals is considered public record and is subject to release by the Division 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.

#### **4.15.3 Trade Secrets, Commercial and Financial Information**

It is expressly understood that Mississippi law requires that the provisions of this Contract which contain the commodities purchased or the personal or professional services provided, the price to be paid, and the term of the Contract shall not be deemed to be a trade secret or confidential commercial or financial information and shall be available for examination, copying, or reproduction.

#### **4.15.4 Transparency**

This Contract, including 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). In addition, this 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>. Information identified by the Contractor as information which is required confidential by State or Federal law or outside the applicable freedom of information statutes shall be redacted by the Offeror.

This Contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.*, (1972, as amended) and Mississippi Code Annotated § 79-23-1 (1972, as amended). In addition, this Contract is subject to the provisions of the Mississippi Accountability and Transparency Act of 2008. Mississippi Code Annotated §§ 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>. Information identified by Contractor as trade secrets, or other proprietary information, including confidential Contractor 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 the Contractor.

#### **4.16 CONTRACTOR COMPLIANCE ISSUES**

The Contractor agrees that all work performed as part of this Contract shall comply fully with administrative and other requirements established by Federal and State laws, regulations and guidelines, and assumes responsibility for full compliance with all such laws, regulations and guidelines, and agrees to fully reimburse the Division for any loss of funds, resources, overpayments, duplicate payments or incorrect payments resulting from noncompliance by the Contractor, its staff, or agents, as revealed in any audit. In addition, the Contractor agrees that all work performed shall comply with all CMS guidelines necessary to maintain the enhanced funding provided by CMS for eligibility and enrollment systems development.

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

Unless otherwise provided herein, the Contract price shall include all applicable Federal, State, and local taxes.

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

##### **4.16.2 License Requirements**

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

##### **4.16.3 Privacy/Security Compliance**

The Contractor shall execute the Division's Business Associate Agreement (BAA) and Data Use Agreement (DUA) before Contract execution. The BAA and DUA can be found on the Procurement Website at <http://www.medicaid.ms.gov/resources/procurement/>. Moreover, all activities under this Contract shall be performed in accordance with all applicable Federal and/or State laws, rules and/or regulations including the Administrative Simplification provisions of HIPAA, as amended by the Genetic Information Nondiscrimination Act (GINA) of 2008 and the Health Information Technology for Economic and Clinical Health Act (HITECH Act), Title XIII of Division A, and Title IV of Division B of the American Recovery and Reinvestment Act (ARRA) of 2009, and their implementing regulations at 45 C.F.R. Parts 160, 162, and 164, involving electronic data interchange, code sets, identifiers, and the security and privacy of protected health information (PHI), as may be applicable to the services under this Contract. Each party to this Contract shall treat all data and information to which it has access under this Contract as confidential information to the extent that confidential treatment of same is required under Federal and State law and shall not disclose same to a third party without specific written consent of the other party. In the event that either party receives notice that a third party requested divulgence of the confidential or otherwise protected information and/or has served upon it a subpoena or other validly issued administrative or judicial process ordering divulgence of the confidential or otherwise protected information, the party shall promptly inform the other party and thereafter respond in conformity with

such subpoena as required by applicable State and/or Federal law, rules, and regulations. The provision herein shall survive the termination of the Contract for any reason and shall continue in full force and effect and shall be binding upon both parties and their agents, employees, successors, assigns, Subcontractors, or any party claiming an interest in the Contract on behalf of, or under, the rights of the parties following termination.

#### **4.16.4 Site Rules and Regulations**

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

#### **4.16.5 Environmental Protection**

The Contractor shall be in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and applicable United States Environmental Protection Agency (EPA) regulation which prohibit the use under non-exempt Federal contracts, grants, or loans of facilities included on the EPA list of Violating Facilities. The Contractor shall report violations to the applicable grantor Federal agency and the U. S. EPA Assistant Administrator for Enforcement.

#### **4.16.6 Lobbying**

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

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

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

The Contractor shall abide by lobbying laws of the State of Mississippi.

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

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

No elected or appointed officer or other employee of the Federal Government or of the State of Mississippi shall benefit financially or materially from this Contract. No individual employed by the

State of Mississippi shall be permitted any share or part of this Contract or any benefit that might arise there from.

The 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*.

#### **4.16.8 Small and Minority Businesses**

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

#### **4.16.9 Suspension and Debarment**

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

#### **4.16.10 E-Payment**

The Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The Division 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 the agency within forty-five (45) days of receipt of invoice. Miss. Code Ann. § 31-7-305 (1972, as amended).

#### **4.16.11 Paymode**

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

#### **4.16.12 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. Mississippi Code Annotated §§ 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

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request of the State and after approval of the Social 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 this Contract for services 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, both.
- (3) In the event of such cancellations/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.

#### **4.17 REPRESENTATION REGARDING GRATUITIES**

The Offeror 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 *Personal Service Contract Review Board Rules and Regulations*.

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## **5. PROPOSAL**

### **5.1 INTRODUCTION**

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

The Proposal must include the following sections:

1. Transmittal Letter;
2. Executive Summary;
3. Corporate Background and Experience (including audited financials);
4. Ownership and Financial Disclosure Information (Section 4.13 of the RFP);
5. Organization and Staffing;
6. Methodology;
7. Management and Control; and,
8. Work Plan and Schedule.

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

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

### **5.2 TRANSMITTAL LETTER**

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

1. A statement indicating that the Offeror is a corporation or other legal entity;
2. A statement confirming that the Offeror is registered to do business and in “Good Standing” with the State of Mississippi and providing their corporate charter number to work in Mississippi, if applicable;
3. A statement confirming that the Offeror has been licensed by the Mississippi Department of Insurance (DOI) accompanied by a copy of the license; or evidence that an application for license in Mississippi has been submitted to the Mississippi DOI at the time of proposal submission.



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(Note: If selected, the Offeror shall be required to provide evidence that a license has been obtained before offering or providing services to beneficiaries);

4. A statement identifying the Offeror's Federal tax identification number;
5. A statement confirming what all, if any, sanctions Offeror's have received during their operational years in managed care. The Division further requests a statement from all Offeror's that they abide by the prohibited affiliation with individuals debarred, suspended, or otherwise excluded from participation as a director, officer, partner, or person with ownership of more than five percent (5%);
6. A statement confirming that the Offeror is not suspended or debarred under federal law and regulations or any other state's laws or regulations;
7. A statement confirming that the Offeror has experience in contractual services providing the type of services described in this RFP;
8. A statement that, if the Offeror is awarded the Contract, the Contractor agrees that any lost or reduced Federal matching money resulting from unacceptable performance of a Contractor task or responsibility, as defined in this RFP, shall be accompanied by reductions in State payments to the Contractor;
9. A statement identifying any prior project where the Offeror was terminated prior to the end of the Contract period;
10. A statement that no attempt has been made or will be made by the Offeror to induce any other person or firm to submit or not to submit a proposal;
11. A statement that the Contractor has or has not (*use applicable word*) retained any person or agency on a percentage, commission, or other contingent arrangement to secure this Contract;
12. A statement that the Offeror has not violated, is not violating, and promises that it will not violate the prohibition against gratuities set forth in Section 6-204 of the *Personal Service Contract Review Board Rules and Regulations*;
13. A statement of Affirmative Action, that the Offeror does not discriminate in its employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, disability or genetic information;
14. A statement that the Offeror agrees to the language of the Division's BAA and DUA without expectation of negotiation;
15. A statement identifying by number and date all amendments to this RFP issued by the Division which have been received by the Offeror. If no amendments have been received, a statement to that effect should be included;
16. A statement that the Offeror has read, understands and agrees to all provisions of this RFP without reservation and without expectation of negotiation;
17. Certification that the Offeror's proposal will be firm and binding for one hundred eighty (180) days from the proposal due date;
18. A statement naming any outside firms responsible for writing the proposal;
19. A statement that the Contractor has included the signed Drug Free Workplace Certificate (Exhibit 1) (Contractor and all Subcontractors);

20. A statement that the Offeror has included the signed DHHS Certification Regarding Debarment, Suspension, and Other Responsibility Matters for Primary Covered Transactions (Exhibit 2) with the Transmittal letter;
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. 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;
23. All proposals submitted must include a statement that the Offeror presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services under this Contract, and it shall not employ, in the performance of this Contract, any person having such interest;
24. A statement that no public disclosure or news release pertaining to this procurement shall be made without prior written approval of the Division; and,
25. If the proposal deviates from the detailed specifications and requirements of the RFP, the transmittal letter shall identify and explain these deviations. The Division reserves the right to reject any proposal containing such deviations or to require modifications before acceptance.

### **5.3 EXECUTIVE SUMMARY**

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

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

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

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

The Corporate Background and Experience Section shall include for the Offeror, for the most recent three (3) years, details of the background of the company, its size and resources, details of corporate experience relevant to the proposed Contract, audited financial statements, and a list of all current or recent Medicaid or related projects.

### **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 operations;
7. Computer resources;
8. Performance history and reputation;
9. Current products and services; and
10. Professional accreditations pertinent to the services provided by this RFP.

### **5.4.2 Audited Financial Statements**

Audited financial statements for the contracting entity shall be provided for each of the last three (3) years, including, at a minimum:

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

If the information requested above is not available, the Offeror must provide an explanation. Offerors must submit appropriate documentation to support the explanation. Acceptance of the explanation provided is at the discretion of the Division.

The Offeror must also submit the following:

1. Documentation of available lines of credit, including maximum credit amount and amount available thirty (30) business days prior to the submission of the proposal; and,
2. Three (3) year financial pro forma. Appendix D provides the pro forma template to be completed by the Offeror.

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

### **5.4.3 Corporate Experience**

The Corporate Experience Section must present the details of the Offeror's experience with the type of service to be provided by this RFP and Medicaid experience. A minimum of three (3) corporate references are required for this type of experience. At its discretion, the Division may check references during the evaluation process at its option. Each reference shall include the client's name and address and

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the current telephone number of the client's responsible project administrator or of a senior official of the client who is familiar with the Offeror's performance and who may be contacted by the Division during the evaluation process. The Division reserves the right to contact officials of the client other than those indicated by the Offeror. Overlapping responsibilities on the same client's contract should be depicted so that they are easily recognized.

The Offeror shall 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. Geographic and population coverage requirements;
8. Publicly funded contract cost;
9. Any contractual termination within the past five (5) years; and,
10. Direct **Contact** for client (see Appendix **E**).

Offeror may submit as many references as desired by submitting as many additional copies of Appendix E, References, as deemed necessary. References will be contacted in order listed until three (3) references have been interviewed and Reference Score Sheets completed for each of the three (3) references. No further references will be contacted; however, Offerors are encouraged to submit additional references to ensure that at least three references are available for interview. The Division staff must be able to contact three (3) references within three (3) business days of proposal due date for scoring purposes.

If the information requested above is not available, the Offeror must provide an explanation. Offerors must submit appropriate documentation to support information provided. Acceptance of the explanation provided is at the discretion of the Division.

## **5.5 ORGANIZATION AND STAFFING**

The Organization and Staffing Section shall include team organization, charts of proposed personnel and positions, number of FTEs associated with each position for key staff, and job descriptions of key management personnel and care managers listed in Section 1.M, Administration, Management, Facilities and Resources of Appendix A, Draft Contract, and résumés of all management and key professional personnel as required in this RFP.

The Offeror shall:

1. Provide experience and qualifications of each staff person proposed to work on this program;
2. Describe how the Offeror will train, educate, and supervise staff regarding this program;
3. Describe how the Offeror will ensure inter-rater reliability among its staff for this program; and,
4. Discuss the Offeror's relationship with any proposed Subcontractors, including how it will monitor these Subcontractors; and its experience working with any proposed Subcontractors. The Offeror shall provide references and qualifications of proposed Subcontractors, and biographies of any Subcontractor staff proposed to work on this program.

### **5.5.1 Organization**

The organization charts shall show:

1. Organization and staffing during each phase as described in the RFP; and
2. Full-time, part-time, and temporary status of all employees.

### **5.5.2 Résumés**

Offerors shall submit résumés of all proposed key staff persons - Project Manager, and other key management staff. Experience narratives shall be attached to the résumés describing specific experience with the type service to be provided by this RFP, a Medicaid program, and professional credentials, including any degrees, licenses, and recent and relevant continuing education.

The résumés of proposed personnel shall include:

1. Duration and experience as an employee with the Offeror;
2. All experience in working with Medicaid programs;
3. Experience working with Medicaid managed care;
4. Relevant education and training, including college degrees, dates of completion, and institution name and address; and,
5. Names, positions, current addresses, and current phone numbers of a minimum of three (3) persons who can give information on the individual's experience and competence. Current Division staff shall not be submitted for any reference for the above requirements.

The résumés of proposed managers shall also include:

1. Experience in managing large-scale contractual services projects;
2. Other management experience; and,
3. Supervisory experience including details and number of people supervised.

If management responsibilities will be assigned to more than one individual during the program (i.e., management may be changed following implementation), résumés shall be provided for all persons concerned.

Each project referenced in a résumé should include the client name, the time period of the project, and the time period the person performed, as well as a brief description of the project and the person's responsibilities.

### **5.5.3 Responsibilities**

This Section should discuss the anticipated roles of personnel during the Contract. All proposed key leaders, including definitions of their responsibilities should be included.

#### **5.5.4 Backup Personnel Plan**

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

#### **5.6 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 Appendix A, 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 the entity’s proposal. Required documentation for specific answers will not be included as part of page limits and should be included in the body of the response, not as an attachment.

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**Figure 6. Work Statement Questionnaire**

#	Questions
<b>Administrative Requirements</b>	
1.	Describe the entity’s plans to establish an Administrative Office within fifteen (15) miles of Jackson, Mississippi as required by the RFP. Describe the office within that space that the entity will make available to Division staff.  (Limit to one (1) page)
2.	Describe how and where administrative records and data will be maintained and the process and time frame for retrieving records requested by the Division or other State or external review representatives.  (Limit to two (2) pages)
<b>Qualifications and Staffing</b>	
3.	If the entity proposes to use Subcontractors or subsidiaries of the corporate entity to provide any of the services in this RFP, provide a listing of those Subcontractors with their experience in providing care to Medicaid Members and a brief description of the services they will provide.  (Limit to one (1) page per Subcontractor or subsidiary)
4.	Describe the entity’s staffing ratios per enrolled Member, including the number of Member services call center employees and nurse advice line employees, as well as supervisor to staff ratios. Describe the job qualifications for <b>Member</b> services call center employees.  (Limit to one (1) page)
5.	Describe the entity’s staffing ratios per enrolled Provider, including the number of Provider services call center employees, as well as supervisor to staff ratios. Describe the job qualifications for Provider services call center employees.  (Limit to one (1) page)
6.	Describe staff who will be assigned to the quality management program and their qualifications.  (Limit to one (1) page)
7.	Describe the role of the Care Manager and Care Management Team. Describe the minimum level of education, training, and experience required for care managers. Describe the entity’s approach to ensure that care managers are culturally competent and understand the unique needs of Members, including how a Member’s initial risk level and needs may factor into care manager assignment. Include the entity’s proposed ratio of care managers to Members.  (Limit to two (2) pages)
8.	Describe the entity’s process to work towards managed care organization (MCO) accreditation status from the NCQA. Include whether the entity has successfully received accreditation for other state Medicaid programs, met required time frames to achieve accreditation, and any unsuccessful attempts.  (Limit to one (1) page)
9.	Describe staff who will be responsible for the entity’s Fraud, Waste and Abuse program and their qualifications.

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<b>Qualifications and Staffing</b>	
	(Limit to one (1) page)
10.	Describe how staff will respond to requests from the Division regarding complaints, ad hoc reports, etc. as required in Section 1.J, Responsiveness to Division Requests, of Appendix A, Draft Contract.  (Limit to one (1) page)
11.	Describe staff who will be responsible for subrogation and Third Party Liability activities, including staffing levels and qualifications.  (Limit to one (1) page)
12.	Describe staff who would be responsible for the entity's encounter reconciliation policies and process, including staffing levels and qualifications.  (Limit to one (1) page)

<b>Eligibility and Enrollment</b>	
13.	Describe how the entity will use the Division's eligibility and enrollment files to manage membership. Include the process for resolving discrepancies between these files and the entity's internal membership records, such as differences in Member addresses.  (Limit to two (2) pages)
14.	Describe the entity's process for engaging Members who request to disenroll from the MississippiCAN Program to stay enrolled, including: a. Process for outreach and engagement of Members b. Conducting Disenrollment surveys with Members to determine the reason for Disenrollment. Include how the entity will use results from the survey to improve the program.  (Limit to three (3) pages)
15.	Describe the entity's proposed process to assign Members to a Primary Care Provider (PCP) within sixty (60) calendar days of Enrollment. Include a discussion of the entity's approach to:  a. Assist Members select a PCP and Auto Enroll Members who do not make a selection; b. Track data to confirm that every Member is assigned; c. Inform PCPs of new Members within the required time frames; and d. Confirm that PCPs received the list of assigned Members.  Provide a sample of the report the entity will use to notify PCPs of their assigned Members. (Limit to three (3) pages, excluding the sample report)
16.	Describe the entity's proposed process to ensure that any new Member has an appointment scheduled with the selected PCP within at least ninety (90) calendar days of Enrollment.  (Limit to two (2) pages)
17.	Describe the entity's proposed policies and procedures for designating a <b>Specialist as a PCP</b> for Members with disabling conditions, chronic illnesses, or child(ren) with special health care needs.  (Limit to two (2) pages)
18.	Describe the entity's proposed process for communicating with Members about their PCP



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<b>Eligibility and Enrollment</b>	
	<p>assignment and encouraging Members to use their assigned PCP and keep scheduled appointments. Include how the entity will identify and resolve Member barriers to keeping appointments.</p> <p>(Limit to two (2) pages)</p>
19.	<p>Describe the entity’s proposed process for providing Members with information packets, including identification cards, within fourteen (14) calendar days of Enrollment. Include the following:</p> <ul style="list-style-type: none"> <li>a. Language alternatives that will be available;</li> <li>b. How the entity will comply with information requirements listed in Section 4.D, Contractor Member Information Packet of Appendix A, Draft Contract;</li> <li>c. The entity’s 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> <p>(Limit to three (3) pages, excluding any samples of member materials that the Offeror chooses to provide.)</p>

<b>Benefits</b>	
20.	<p>Describe the entity’s proposed approach to inform Members about covered health services including behavioral health/substance use disorder, maternity, and pharmacy services.</p> <p>(Limit to two (2) pages)</p>
21.	<p>Describe the entity’s proposed approach to ensure children receive timely EPSDT screens in accordance with the Division’s EPSDT periodicity schedule. Include the following:</p> <ul style="list-style-type: none"> <li>a. An overview of related policies, procedures, and processes;</li> <li>b. An overview of how the entity will encourage Members to obtain EPSDT services;</li> <li>c. How the entity anticipates the approach will improve health outcomes; and</li> <li>d. The entity’s process for reminders, follow-ups, and outreach to Members.</li> </ul> <p>(Limit to three (3) pages)</p>
22.	<p>Describe any enhanced benefits that the entity proposes to provide to Members.</p> <p>(Limit to three (3) pages)</p>
23.	<p>Describe the entity’s proposed policies, procedures, and processes to ensure Members’ choice of Provider for family planning services and supplies is not restricted.</p> <p>(Limit to one (1) page)</p>
24.	<p>Describe the entity’s direct experience in service delivery and payment for behavioral health/substance use disorder services for persons with serious mental illness and substance use disorders.</p> <p>(Limit to two (2) pages)</p>

<b>Pharmacy</b>
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<b>Pharmacy</b>	
25.	<p>Describe the policies, procedures and processes the entity will implement specific to provision of the pharmacy benefit, including a discussion of how the entity would propose interacting with the Division's P&amp;T Committee, comply with the provisions of 42 C.F.R. § 438.3 regarding drug utilization and prior authorization, and promote medication adherence to maintain continuity of care. In developing this response, note that the Contractors are required to observe P&amp;T Committee meetings and must adhere to the Universal Preferred Drug List.</p> <p>(Limit to four (4) pages)</p>
26.	<p>Describe the entity's proposed exception process if a Provider or Member requests use of a non-preferred drug.</p> <p>(Limit to two (2) pages)</p>

<b>Member Services</b>	
27.	<p>Describe the entity's Member services call center operations, including:</p> <ul style="list-style-type: none"> <li>a. Location of proposed operations within Hinds, Madison or Rankin County. ;</li> <li>b. Specific standards for rates of response (e.g., live answer, incomplete calls, speed of answer, average length of call) and measures to ensure standards are met (the Division retains the right to approve all call center standards);</li> <li>c. Accommodations for non-English speaking, hearing impaired, and visually impaired callers;</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; and</li> <li>f. For behavioral health/substance use disorder, how the entity will provide crisis intervention and other telephone access twenty-four (24) hours per day, seven (7) days per week.</li> </ul> <p>(Limit to five (5) pages)</p>
28.	<p>Describe the entity's proposed automatic call distribution (ACD) system and its capabilities and capacities.</p> <p>(Limit to five (5) pages)</p>
29.	<p>Describe how the entity's Member Handbook will inform Members about the process for accessing physical and behavioral health/substance use disorder services.</p> <p>(Limit to three (3) pages)</p>
30.	<p>Describe how the entity will develop and maintain a comprehensive, evidence-based health education program for Members, including:</p> <ul style="list-style-type: none"> <li>a. An overview of the program, including accountabilities and proposed activities;</li> <li>b. The entity's rationale for selecting areas of focus;</li> <li>c. How the entity will ensure that materials are at a sixth (6th) grade reading level;</li> <li>d. The language alternatives available to non-English speakers/readers; and</li> <li>e. How Members who are visually and/or hearing impaired will be accommodated.</li> </ul> <p>Describe how the entity will employ creative solutions to encourage participation in Member outreach and education activities.</p>

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<b>Member Services</b>	
	(Limit to four (4) pages)
31.	Describe the entity's proposed process for maintaining a Provider directory that includes names, locations, telephone numbers, and non-English languages spoken by contracted Providers located near the Member and identifies PCPs and specialists that are not accepting new patients.  (Limit to two (2) pages)
32.	Describe the entity's proposed policies, procedures, and processes regarding the Member's rights specified in Section 6.J, Member Rights and Responsibilities of Appendix A, Draft Contract.  (Limit to one (1) page)
33.	Describe the entity's proposed policies, procedures, and processes to ensure Marketing requirements are met in accordance with 42 C.F.R. § 438.104. Include a description of Marketing materials the entity proposes to send to Members. Provide samples of Marketing materials the entity has used for other Medicaid programs (e.g. materials included in the Member Information Packet and other educational materials sent to members after enrollment) as available.  (Limit to three (3) pages and two (2) samples)
34.	Describe the entity's proposed Member Complaint, Grievance, and Appeal process specifically addressing:  a. Compliance with State requirements as described on the Division's Website and, Section 6.K, Member Complaint, Grievance, and State Fair Hearing Process of Appendix A, Draft Contract; b. Process for expedited review; c. Involvement of Members and their families in the Complaint, Grievance, and Appeal process; d. How Complaints and Grievances are tracked and trended and how the entity uses data to make program improvements; and, e. Process to review decisions overturned in fair hearings and the entity's approach to address any needed changes based on this review.  (Limit to four (4) pages)
35.	Describe the entity's proposed approach to assess Member satisfaction including tools the entity plans to use, frequency of assessment, and responsible parties.  (Limit to two (2) pages)
36.	Describe any Member incentive programs the entity plans to implement and address the following:  a. Description of incentives the entity will provide to Members and the criteria for providing the incentives; b. How the entity will employ creative solutions to educate Members about the incentives; c. How the entity will confirm Members can access the incentives; and d. How the entity will measure the impact of the incentives and adjust the incentives when they are not successful.

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<b>Member Services</b>	
	(Limit to three (3) pages)

<b>Provider Network</b>	
37.	<p>Explain the entity’s plan to develop a comprehensive Provider Network to ensure it meets the Division access and availability requirements for all covered benefits. Specifically include:</p> <ul style="list-style-type: none"> <li>a. The entity’s recruitment strategy, including processes for identifying network gaps, developing recruitment work plans, timely application process for providers being added to network and carrying out recruitment efforts;</li> <li>b. The entity’s strategy for retaining specialists and how the entity will provide access to specialists if not in the network;</li> <li>c. If Subcontractors will be used for certain service areas (e.g., dental, transportation, behavioral health/substance use disorder), how their network development efforts will be coordinated with the overall recruitment strategy and how the entity will provide oversight and monitoring of network development activities;</li> <li>d. Proposed method to assess and ensure the network standards outlined in Appendix A, Draft Contract are maintained for all Provider types, including using GeoAccess to ensure network adequacy;</li> <li>e. The entity’s 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 the entity lacks an agreement with a key Provider type in a given geographic area; and</li> <li>f. How the entity will ensure appointment access standards are met when Members cannot access care within the entity’s Provider Network.</li> </ul> <p>(Limit to eight (8) pages)</p>
38.	<p>Describe how the entity will develop and maintain collaborative relationships with low, medium and high intensity residential treatment facilities and medically monitored inpatient treatment facilities.</p> <p>(Limit to two (2) pages)</p>
39.	<p>Describe the entity’s proposed credentialing and re-credentialing process including:</p> <ul style="list-style-type: none"> <li>a. Ensuring that Providers are enrolled in Medicaid and have a valid identification number; and,</li> <li>b. Oversight of Subcontractor credentialing and re-credentialing processes.</li> </ul> <p>(Limit to three (3) pages)</p>
40.	<p>Submit copies of the entity’s standard Provider contracts.</p>
41.	<p>Describe the entity’s proposed policies and procedures for addressing the loss of a large Provider group or health system, including:</p> <ul style="list-style-type: none"> <li>a. System used to identify and notify Members affected by Provider loss;</li> <li>b. Automated systems and membership supports used to assist affected Members with Provider transitions;</li> <li>c. Systems and policies used to maintain continuity of care of Members experiencing Provider transition; and</li> <li>d. Approach to cover membership needs with existing network resources following terminations.</li> </ul>

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<b>Provider Network</b>	
	(Limit to two (2) pages)
42.	Describe any Provider incentive programs the entity plans to implement to improve access and the quality of care.  (Limit to two (2) pages)
43.	If the entity is currently contracting with Providers in Mississippi, provide a list of currently contracted Providers by county and specialty.
44.	If the entity is not currently contracting with Providers in Mississippi, provide a work plan for how the entity plans to contract with Mississippi Providers, with accountabilities and timelines.  (Limit to five (5) pages)

<b>Provider Services</b>	
45.	Describe the entity's Provider services call center operations including:  a. Hours of operation; b. Location of operations (If out of state, describe how it will accommodate services for Mississippi); c. Specific standards for rates of response (e.g., live answer, incomplete calls, speed of answer, average length of call) and measures to ensure standards are met (the Division retains the right to approve all call center standards); d. Training program for call center employees including cultural competency; and, e. A description of any plans to use electronic communication to respond to Provider inquiries.  (Limit to three (3) pages)
46.	Describe how the entity will educate network PCPs regarding how and when to refer a Member for behavioral health/substance use disorder treatment, and how to collaborate with behavioral health/substance use disorder Providers and systems.  (Limit to two (2) pages)
47.	Describe the entity's proposed approach to assess Provider satisfaction, including tools the entity plans to use, frequency of assessment, and responsible parties.  (Limit to two (2) pages)
48.	Describe the entity's proposed process for ensuring that non-participating Providers who provide emergency services to Members are paid on a timely basis.  (Limit to two (2) pages)
49.	Describe the entity's proposed Provider Complaint, Grievance, and Appeal process specifically addressing:  a. Compliance with State requirements as described in Section 7.I, Provider Complaint, Grievance, Appeal and State Fair Hearing Process of Appendix A, Draft Contract;

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<b>Provider Services</b>	
	<p>b. Process for elevating Provider Complaints and Grievances; and, c. Process for identifying, tracking, and trending Complaints and Grievances, using data to make program improvements, and sharing data with the Division.</p> <p>(Limit to three (3) pages)</p>
<b>Population Health Management</b>	
50.	<p>Describe the entity’s approach to Member risk assessment and stratification, including data sources.</p> <p>(Limit to three (3) pages)</p>
51.	<p>Describe the entity’s approach to developing and implementing evidence-based strategies to address disparities in health outcomes and access to care.</p> <p>(Limit to three (3) pages)</p>
52.	<p>Describe the entity’s approach to developing and implementing evidence-based health education programs to enhance Member participation in self-care, and promote ongoing engagement.</p> <p>(Limit to three (3) pages)</p>
53.	<p>Describe the entity’s proposed policies, procedures, and processes to conduct outreach to ensure that Members receive all recommended preventive and medically necessary follow-up treatment. Describe how the entity will notify Members and/or Providers when follow up is due.</p> <p>(Limit to three (3) pages)</p>
54.	<p>Describe the entity’s proposed process to ensure appropriate communication with the Provider, follow-up communication with the Members’ PCP and Medical Home, and follow-up care for the Member. Address the following in the response:</p> <p>a. The entity’s role and the PCP’s role in this process; and b. Examples of information that the entity will provide to Providers. (The Offeror may address the examples in the narrative or provide actual samples. If the Offeror selects to provide actual samples, these samples are excluded from the page limit for this question.)</p> <p>(Limit to two (2) pages)</p>
55.	<p>Describe the entity’s overall approach to Care Management, including the process and criteria that will be used to support Care Management for the MississippiCAN population. Address the following issues in the response:</p> <p>a. Identification of Members in need of Care Management, including Members with chronic and complex conditions; b. Creative methods to engage difficult to reach populations or Members who are unresponsive to outreach efforts and/or participation in Care Management; c. Access for Members requiring Care Management, including potential to embed care managers into primary care practices and other care sites; d. Process to evaluate and monitor Member’s risk levels determined to be low, moderate, rising or high risk; e. Facilitation and monitoring of Member compliance with treatment plans; f. Coordination with other Providers;</p>

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<b>Population Health Management</b>	
	<p>g. Interaction among care managers and Members, Member’s PCP, family, and other physicians; h. Any software or tools used to identify high-risk Members and track outcomes; and i. Criteria for discharging Members from Care Management, including examples of patients who would and would not qualify for discharge from Care Management.</p> <p>Specifically address programs for high-risk populations, including pregnant women, neonates, Members with behavioral health/substance use disorder needs, and Members with chronic conditions. Include Performance Measures that will be used to assess progress.</p> <p>(Limit to ten (10) pages)</p>
56.	<p>Describe the entity’s approach to providing Care Management in the following scenarios:</p> <p>a. A Member who had been stratified as low risk has had four (4) emergency room visits in the previous five (5) months; b. A Member with diabetes and congestive heart failure has been identified as high risk, but the care manager has been unable to reach the Member by phone and mail has been returned as undeliverable; c. A Member with behavioral health/substance use disorder needs is taking multiple psychotropic medications and will be discharged from an acute psychiatric hospital and returning to his home next week; and, d. A Member with a history of preterm births is six (6) months pregnant and has missed several scheduled prenatal visits.</p> <p>(Limit to six (6) pages)</p>
57.	<p>Describe the entity’s proposed transition plan and policies for ensuring continuity of care for members who are currently receiving covered services from Non-Contracted Providers at the time of Contract implementation.</p> <p>(Limit to two (2) pages)</p>
58.	<p>Describe the entity’s treatment and Care Coordination approach for Members with:</p> <p>a. Co-occurring mental health and substance use disorders; and b. Co-occurring behavioral health/substance use disorder and physical health diagnoses.</p> <p>(Limit to two (2) pages)</p>
59.	<p>Describe how the entity will provide discharge planning and coordination for hospitalized children and adults, including:</p> <p>a. Schedule outpatient follow-up and/or continuing treatment prior to discharge for Members receiving inpatient services; b. Arrange for appointments within seven (7) calendar days for Members post-discharge from an acute psychiatric hospital; and, c. Coordinate with hospitals.</p> <p>(Limit to six (6) pages)</p>
60.	<p>For Members with special needs, including Members in foster care and adoption assistance, describe how the entity will ensure coordination of care across the care continuum and with state agencies. Describe how the entity will assist Members with special needs in identifying and</p>

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<b>Population Health Management</b>	
	gaining access to community resources that may provide services not covered by Medicaid.  (Limit to three (3) pages)
61.	Describe the entity's proposed process for coordination with MSDH on Case Management for high-risk pregnant women to confirm that Case Management will support all of the Members health care needs.  (Limit to two (2) pages)
62.	Describe the entity's approach for coordinating with academic institutions and other public health initiatives in Mississippi to support population health goals and improve outcomes for Medicaid beneficiaries. Include the entity's proposed process to seek out and enter into agreements in each region of Mississippi to address social determinants of health.  (Limit to two (2) pages)

<b>Quality Management</b>	
63.	Describe the entity's proposed quality management program, including:  a. The program's infrastructure, including coordination with Subcontractors/corporate entities, if applicable; b. The program's lines of accountability; c. Process for selecting areas of focus; d. Process for using evidence based practices; e. How the entity will comply with and support the MississippiCAN Quality Strategy; f. Use of data to design, implement and evaluate the effectiveness of the program; and g. Assurance of separation of responsibilities between utilization management and quality assurance staff.  (Limit to six (6) pages)
64.	Describe the entity's proposed process to notify Providers of new practice guidelines and to monitor implementation of those guidelines.  (Limit to two (2) pages)
65.	Provide a list of the behavioral health/substance use disorder clinical guidelines that the entity intends to promote, and discuss how the entity will monitor Provider adherence to these guidelines.  (Limit to two (2) pages)
66.	Describe the entity's proposed policies, procedures, and processes to conduct Provider profiling to assess the quality of care delivered.  (Limited to two (2) pages)
67.	Describe methods the entity will use to ensure the quality of care delivered by Non-Contracted Providers.  (Limit to two (2) pages)



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<b>Quality Management</b>	
68.	Describe the entity’s proposed policies and procedures for reducing Provider Preventable Conditions, including Never Events. Describe the entity’s process for precluding payment to Providers and reporting to the Division via encounter data in accordance with 42 C.F.R. § 438.3.  (Limit to two (2) pages)
69.	Describe how the entity will encourage Providers to use electronic health records and e-prescribing functions.  (Limit to two (2) pages)
70.	Describe the entity’s proposed methodology to identify, design, implement, and evaluate Performance Improvement Projects. Describe the entity’s proposed methodology for a Performance Improvement Project for a population with a high level of emergency department utilization.  (Limit to four (4) pages)
71.	Provide samples (redacted if actual) of the following documents: Annual Program Evaluation, Annual Program Description/Work Plan, and Performance Improvement Project summary reports that meet the requirements of Section 10, Quality Management, of Appendix A, Draft Contract.
72.	Describe the entity’s proposed methodology to assess and correct disparities in treatment across races and ethnic groups.  (Limit to four (4) pages)
73.	Describe the entity’s data analytics and data informatics capabilities and how the entity will use those capabilities to drive performance improvement and quality management activities. Provide up to ten (10) pages as appendix to this response of excerpts from or full sample reports that the entity proposes to use for this Contract.  Describe the type of build necessary to create these types of reports.  (Limit to two (2) pages, excluding sample reports)

<b>Utilization Management</b>	
74.	Describe the entity’s proposed approach to utilization management, including: <ul style="list-style-type: none"> <li>a. A description of the utilization management program;</li> <li>b. Accountability for developing, implementing, and monitoring compliance with utilization policies and procedures;</li> <li>c. Data sources and processes to determine which services require Prior Authorization and how often these requirements will be re-evaluated;</li> <li>d. Process and resources used to develop utilization review criteria;</li> <li>e. Process for regularly reviewing Prior Authorization requirements for their effectiveness and potential need for updates;</li> <li>f. Prior authorization processes for Members requiring services from non-participating Providers or expedited Prior Authorization; and</li> <li>g. Processes to ensure consistent application of criteria by individual clinical reviewers.</li> </ul> (Limit to ten (10) pages)

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<b>Utilization Management</b>	
75.	Describe the methods the entity will use to manage unnecessary emergency room utilization, avoidable hospitalization, and readmissions.  (Limit to two (2) pages)
76.	Describe how the entity will identify and address trends in over- and under-utilization.  (Limit to two (2) pages)
77.	Describe how the entity will analyze pharmacy utilization patterns to improve care and reduce costs.  (Limit to two (2) pages)
78.	Describe the process for ensuring medication continuity of care upon Enrollment and ongoing.  (Limit to two (2) pages)

<b>Information Technology</b>	
79.	Describe the entity's Medicaid Management Information System (MMIS) including:  a. A systems diagram that describes each component of the MMIS and the interfacing or supporting systems used to ensure compliance with Contract requirements; and b. How each component will support major functional areas of the MississippiCAN Program.  (Limit to 10 pages, including diagram)
80.	Describe modifications or updates to the entity's MMIS that will be necessary to meet the requirements of this program and the plan for completion.  (Limit to four (4) pages)
81.	Describe the entity's claims processing operations including:  a. The claims processing systems that will support this program; b. Standards for speed and accuracy of processing and measures to ensure standards are no less than Medicaid Fee-For-Service program; c. The process of identifying and addressing deficiencies or contract variances from claims processing standards, and an example of how the entity has addressed these deficiencies or variances.  (Limit to five (5) pages)
82.	Describe the entity's approach for collecting, validating, and submitting complete and accurate encounter data in a timely manner to the Division consistent with required formats. Include how the entity proposes to monitor data completeness and manage non-submission of encounter data by a Provider or a Subcontractor.  (Limit to four (4) pages)
83.	Explain the entity's proposed process to maintain the entity's Provider file with information about each Provider sufficient to support Provider payment including the ability to:  a. Issue IRS 1099 forms; b. Meet all federal and the Division reporting requirements; and

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<b>Information Technology</b>	
	<p>c. Cross reference to state and federal identification numbers to identify and report excluded Providers.</p> <p>(Limit to three (3) pages)</p>
84.	<p>Describe the entity's proposed emergency response continuity of operations plan. Attach a copy of the entity's plan or summarize how the entity's 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; and,</li> <li>f. Testing plan.</li> </ul> <p>(Limit to five (5) pages)</p>
<b>Subrogation and Third Party Liability</b>	
85.	<p>Describe the entity's proposed approach to conducting subrogation and Third Party Liability activities, including:</p> <ul style="list-style-type: none"> <li>a. Process for capturing Third Party Resource and payment information from the entity's claims system for use in reporting cost-avoided dollars and Provider-reported savings to the Division;</li> <li>b. Process for retrospective post payment recoveries of health-related insurance;</li> <li>c. Process for adjudicating claims involving third party coverage;</li> <li>d. Process for identifying, recouping, and releasing claims;</li> <li>e. Process for conducting education for the entity's attorneys and insurers about the Medicaid and MississippiCAN Programs;</li> <li>f. Data analytics and informatics used to support the process; and,</li> <li>g. Process for providing supplemental third party data and files to the Division.</li> </ul> <p>(Limit to four (4) pages)</p>
<b>Fraud, Waste and Abuse</b>	
86.	<p>Describe the Fraud, Waste and Abuse program that the entity will implement, including:</p> <ul style="list-style-type: none"> <li>a. Proactive and reactive Fraud, Waste 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, Waste and Abuse;</li> <li>c. Process for complying with federal regulations related to disclosures and exclusion of debarred or suspended Providers;</li> <li>d. Process for interacting with the Division, including the Office of Program Integrity; and,</li> <li>e. Other components of the entity's Fraud, Waste, and Abuse program.</li> </ul> <p>(Limit to three (3) pages)</p>

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<b>Subcontractors</b>	
87.	<p>Describe the entity's Subcontractor oversight program. Specifically describe how the entity will:</p> <ul style="list-style-type: none"><li>a. Provide ongoing oversight of the entity's Subcontractors, including a summary of oversight activities, organizational infrastructure that supports Subcontractor oversight, and the types of reports required from each Subcontractor;</li><li>b. Ensure receipt of all required data including encounter data;</li><li>c. Ensure appropriate utilization of health care services;</li><li>d. Ensure delivery of administrative and health care services meets all standards required by this RFP;</li><li>e. Ensure adherence to required Complaint and Grievance policies and procedures; and,</li><li>f. Address deficiencies or contractual variances with the entity's Subcontractors, including an example of how the entity has addressed a deficiency or contractual variance with a Subcontractor.</li></ul> <p>(Limit to five (5) pages)</p>

<b>Denials Review and Reporting</b>	
88.	<p>Describe the entity's proposed Denials Review and Reporting program, including:</p> <ul style="list-style-type: none"><li>a. A description of the entity's Denials Management program</li><li>b. A summary/listing of the entity's denials criteria/protocol</li><li>c. The entity's process for identifying claims and/or claims lines that meet the entity's denial criteria</li><li>d. The entity's process for notifying and educating providers of claims denials</li></ul> <p>(Limit to two (2) pages)</p>

<b>Medical Loss Ratio (MLR)</b>	
89.	<p>Describe the entity's approach for the timely completion and reporting of the Medical Loss Ratio (MLR) reporting requirements, as described in the Contract (in accordance with 42 C.F.R. § 438.8 and 438.74), to include the entity's computation of medical claims cost and non-claims cost (administrative expenses).</p> <p>(Limit to one (1) page)</p>

## **5.7 MANAGEMENT AND CONTROL**

The Management and Control Section shall include details of the methodology to be used in management and control of the program, program activities, and progress reports. This Section will also provide processes for identification and correction of problems. Specific explanation must be provided if solutions vary from one phase to another. This Section covers:

1. Program management approach;
2. Program control approach;
3. Manpower and time estimating methods;
4. Sign-off procedures for completion of all deliverables and major activities (Note: The level of final sign-off on deliverables at the Division level will depend on the specific Deliverable.

However, the Office of Coordinated Care staff will be responsible for review and sign-off for the majority of deliverables.)

5. Management of performance standards, milestones, and/or deliverables;
6. Assessment of program 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 other personnel;
8. Internal quality control monitoring;
9. Approach to problem identification and resolution;
10. Program status reporting, including examples of types of reports; and,
11. Approach to the Division's interaction with contract management staff.

## **5.8 WORK PLAN AND SCHEDULE**

The Work Plan and Schedule must include a detailed work plan broken down by tasks and subtasks and a schedule for the performance of each task included in each year of the Contract. The schedule should allow fifteen (15) working days for the Division approval of each submission or re-submission of each individual deliverable, unless another timeframe has been specified for a particular deliverable in other sections of this RFP. Electronic approval is acceptable unless the Division specifies differently to the selected Offeror. The work plan to be proposed should include all responsibilities, milestones, and deliverables outlined previously in this RFP. This Section shall cover:

1. Any assumptions or constraints identified by the Offeror, both in developing the work plan and in completing the work plan.
2. Person-weeks of effort for each task or subtask, showing the Offeror's personnel and the Division's personnel efforts separately.
3. A network diagram, showing the planned start and end dates for all tasks and subtasks, indicating the interrelationships of all tasks and subtasks, and identifying the critical path.
4. A Gantt chart, showing the planned start and end dates of all tasks and subtasks.
5. A discussion of how the work plan provides for handling of potential and actual problems.
6. A schedule for all deliverables. A minimum of fifteen (15) business days of review time by the Division.

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## **6. PROPOSAL EVALUATION**

### **6.1 GENERAL**

An Evaluation Committee comprised of the Division staff will be established to evaluate the merits of eligible proposals. The committee will be approved by the Executive Director of the Division of Medicaid and will include members who have relevant experience in the Medicaid program. The Committee will be responsible for the evaluation of all proposals.

### **6.2 EVALUATION OF PROPOSALS**

A standard evaluation form will be utilized by the Evaluation Committee to ensure consistency in evaluation criteria. However, the Division retains the right to deviate from the standard form, if necessary to maintain the integrity of the procurement; and to ensure selection of the best qualified Contractor.

A maximum of 100 points will be available for each proposal. The points awarded per phase by the evaluation committee will be totaled to determine the points awarded per proposal.

Evaluation of eligible proposals will be conducted in four (4) phases. The designee for the Office of Procurement will complete Phase One. The Proposal Evaluation Committee will complete Phase Two. In Phase Three, the Office of Procurement and the Oversight Committee will compile the results of the evaluations and make a recommendation to the Executive Director of the Division based on the results of the evaluation. In Phase Four the award decision will be made by the Executive Director.

At its option, the State may request an interview from Offerors in a competitive range in the evaluation. Offerors must be prepared to meet with the Division staff within five (5) calendar days of notification. All costs associated with the interview will be the responsibility of the Offeror.

#### **6.2.1. Phase 1 - Evaluation of Offerors' Response to RFP**

In this phase, the Office of Procurement reviews each proposal to determine if it is responsive. 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.

The Office of Procurement will determine if an incomplete proposal is sufficiently responsive to continue to Phase Two. If necessary, the Office of Procurement may request clarifications from the Offeror(s) in order to determine if they may advance to Phase 2.

#### **6.2.2. Phase 2 - Evaluation of Proposal**

Only those proposals which meet the requirements of the RFP and are determined responsive in Phase One will be considered in Phase Two.

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

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

PROPOSAL SECTION	MAXIMUM SCORE
Transmittal Letter	Pass/Fail
Executive Summary/Understanding of Project	5
Corporate Background and Experience	10
Ownership and Financial Disclosures	Pass/Fail
Organization and Staffing	10
Methodology and Work Statement	55
Management and Control	10
Work Plan and Schedule	10
<b>TOTAL</b>	<b>100</b>

Oral presentations may be held as part of the evaluation; however, they are not required. Oral presentations are not evaluated but proposal evaluations may be adjusted based on information gathered during the oral presentations.

**6.2.2.1 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.

**6.2.2.2 Corporate Background and Experience**

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

1. Experience of Offeror in providing the requested services.
2. Corporate experience providing similar services.
3. Amount and level of resources proposed by the Offeror.
4. Specific qualifications that evidence the Offeror’s ability to provide the services requested.
5. Current financial position and cash flow of the Offeror and evidence that the Offeror has a history of financial solvency.
6. Any contract terminations or non-renewals within the past ten (10) years.
7. Relevant experience that indicates the Offeror’s organizational qualifications for the performance of the potential contract.



### **6.2.2.3 Methodology/Work Statement**

The Evaluation Committee will evaluate the approach and process offered to provide services as required by this RFP. In addition to the information required in Section 1.0 of this RFP, the evaluation criteria will address at a minimum the following (if applicable):

1. Processes and requirements for completion of the project.
2. Data management plan, including hardware, software, communications links, and data needs and proposed coordination plan.
3. Processes for maintaining confidentiality of PHI.
4. Processes for development and submission of required deliverables.
5. Scope of services provided through partnerships or subcontractors.
6. Quality Assurance processes.

### **6.2.2.4 Organization and Staffing**

The Evaluation Committee will review this Section of the Offeror's proposal to determine if the proposed organizational structure and staffing level are sufficient to accomplish the requirements of the RFP. The committee will review the organizational chart(s), time lines, the job descriptions including job qualifications, the resumes of staff and their qualifications for the positions they will hold, and the relationship of their past experience to their proposed responsibilities under this Contract.

### **6.2.2.5 Management and Control**

The Evaluation Committee will evaluate the Offeror's proposal to determine if all of the elements required by Section 5.7 of the RFP are addressed. Specifically, the committee will evaluate:

1. Offeror's approach to the management of the program and ability to keep the program on target and to ensure that the requested services are provided;
2. Offeror's control of the program to ensure that all requests are being met and that the Offeror is able to identify and resolve problems which occur;
3. Offeror's methods for estimating and documenting personnel hours spent by staff on program activities to be sure they are sound and fair;
4. Offeror's plans to comply with the reporting requirements of the Contract, including the provision of status reports to the Division, and whether the reports are appropriate and sufficient to keep the Division informed of all aspects of the implementation and operation of the program; and
5. Offeror's understanding of the importance of interacting with the Division management staff and presenting a plan to do so appropriately.

### **6.2.2.6 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.

### **6.3 Phase 3 and 4 - Selection**

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

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## **APPENDIX A: Draft Contract**

The Draft Contract is located on the Division's Procurement  
Website: <http://www.medicaid.ms.gov/resources/procurement/>

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## **APPENDIX B: FAC Standard File Layouts**

Appendix B represents the standard file layouts of the information available from the Division's FAC. It is provided only as context for the data fields that are available for a file transfer or interface. Technical specifics will be provided during the implementation phase of the Contract.

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## **APPENDIX C: MississippiCAN Capitation Rate Development Report**

The MississippiCAN Capitation Rate Development Report is located on the Division's Procurement Website: <http://www.medicaid.ms.gov/resources/procurement/>.

## **APPENDIX D: Pro Forma Financial Template**

The Offeror must complete the designated fields of the Excel workbook provided as appendix to this RFP and submit as attachment to the Offeror's bid. Appendix D is located on the Division's Procurement website: <http://www.medicaid.ms.gov/resources/procurement/>.

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## APPENDIX E: References

### REFERENCE 1

Name of Company: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Alternative Contact Person (optional): \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

### REFERENCE 2

Name of Company: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Alternative Contact Person (optional): \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

### REFERENCE 3

Name of Company: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

Alternative Contact Person (optional): \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Cell Number: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Offeror may submit as many references as desired by submitting as many additional copies of Appendix E, References, as deemed necessary. References will be contacted in order listed until three references have been interviewed and Reference Score Sheets completed for each of the three references. No further references will be contacted; however, Offerors are encouraged to submit additional references to ensure that at least three**

**references are available for interview. Division staff must be able to contact three references within three business days of proposal due date to be considered**

## **EXHIBIT 1**

### 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 C.F.R. 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 Division changes during the performance of the grant, the grantee shall inform the Division 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 C.F.R. § 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;



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

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

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

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

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

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

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

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

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

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

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

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

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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

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**EXHIBIT 2**

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

(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