



REQUEST FOR PROPOSALS

Pharmacy Preferred Drug List (PDL), Supplemental Rebate (SR), Rate Setting and Programmatic Review and Assessment of Core Components

RFP# 20210813

RFx #3120002271

Issue Date:

Friday, August 13, 2021

Contact:

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Questions and Letter of Intent:

Questions and Letter of Intent shall be received by **5:00 p.m., Wednesday, September 1, 2021**

Sealed Proposals:

Sealed Proposals shall be received by **5:00 p.m., Monday, September 27, 2021**

MAIL or HAND DELIVERY

Mississippi Division of Medicaid (DOM)

550 High Street, Suite 1000

Jackson, Mississippi 39201

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RFP# 20210813 / RFx#3120002271

Office of the Governor – Division of Medicaid

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SECTION 1 GENERAL INFORMATION

1.1 Purpose

The Mississippi Division of Medicaid (DOM) Office of Procurement, issues this Request for Proposals (RFP) to solicit offers from qualified, experienced, responsible and financially sound vendors to develop and manage the Universal Preferred Drug List (PDL), administer the Supplemental Drug Rebate (SR) program, manage the Rate Setting of Covered Outpatient Drugs (COD), and perform programmatic review and assessment of core components of the pharmacy program as assigned by DOM. Offerors shall have the proven ability to perform all core services requested in this RFP.

1.2 Procurement 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 DOM with the necessary information to adequately assist DOM 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 DOM 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.

DOM 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. DOM will ensure the fair and equitable treatment of all persons and Offerors in regard 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 Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations.

Evaluation of Proposals will be based on evaluation factors set forth in this RFP. Proposals will be thoroughly evaluated in order to determine point scores for each evaluation factor and to determine a final score.

Submission of a proposal in response to this RFP constitutes acceptance of the conditions governing the procurement process, including the evaluation factors contained in this RFP, and constitutes acknowledgment of the detailed descriptions of the scope of services contained in this RFP.

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

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1.3 Procurement Overview

Historically, DOM issued two separate RFPs for pharmacy services: (a) One RFP for Preferred Drug List (PDL), Supplemental Drug Rebate (SR) Administration, Prior Authorization Unit, and Complex Pharmacy Care Program, and (b) One RFP for Pharmacy Rate Setting Services. DOM is now combining Pharmacy Rate Setting Services with some of the pharmacy services from the first RFP listed above. This combined services RFP will also include a new component which focuses on comprehensive process improvement. The Offeror must have the capability and experience to ensure that fundamental core components of DOM's pharmacy program, including the physician administered drug program, are managed in a clinically and fiscally sound manner.

Qualified Offerors should propose on the following three components:

- (1) Develop and manage the Universal Preferred Drug List (PDL) and administer the Supplemental Drug Rebate (SR) Program;
- (2) Manage the Rate Setting of Covered Outpatient Drugs (COD); and
- (3) Perform programmatic assessment and consultation services of core pharmacy and drug-related components of the pharmacy program as assigned by DOM.

The Offeror may subcontract up to two of the components listed above subject to the Division of Medicaid's approval. If the Offeror chooses to subcontract any of the components listed above, the Offeror will be responsible for oversight of subcontractor operations. The subcontractor must maintain the capability of working with the Offeror in performing all required functions of the contract. No delegation of responsibility, whether by subcontract or otherwise, shall terminate or limit in any way the liability of the Offeror to perform the services in this RFP. The Offeror, including any potential subcontractors, will be required by the State to operate under all provisions of the Omnibus Budget Reconciliation Act (OBRA) 1990, the Social Security Act, and all applicable state and federal laws. Offeror is encouraged to provide examples of work done in other Medicaid state programs.

1.4 Procurement Schedule

The following timetable is the estimated and anticipated timetable for the RFP and procurement process. The State reserves the right, at its sole discretion, to adjust the timetable as it deems necessary. Any adjustment of the timetable shall constitute an RFP amendment, and the State will communicate such to prospective Respondents in accordance with Section 4.5 of the RFP.

Table 1: Anticipated Procurement Timetable

Table 1: Anticipated Procurement Schedule Process	
8/13/2021	Public Release of RFP
By 5:00 p.m., 9/1/2021	Deadline for Letter of Intent and Written Questions
By 5:00 p.m., 9/13/2021	Response to Questions Posted
By 5:00 p.m., 9/27/2021	Proposal Submission Deadline
10/1/2021	Proposal Evaluation
By 5:00 p.m., 12/15/2021	Executive Review and Award
2/2/2022	Implementation Start

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6/1/2022	Contract Start
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1.5 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) shall be posted on the Procurement page of the DOM website at <https://medicaid.ms.gov/resources/procurement/>. Information concerning services covered by Mississippi Medicaid and a description of the DOM organization and functions can also be found on the Procurement page of the DOM website.

DOM's website is <http://www.medicaid.ms.gov> and contains Annual Reports, Provider Manuals, Bulletins and other information. DOM'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.

Mississippi's Accountability System for Government Information and Collaboration (MAGIC) system information can be found at <https://portal.magic.ms.gov>.

Information regarding Mississippi Department of Information Technology Services (MS ITS) Enterprise Security Policy can be found at <https://www.its.ms.gov/Services/Pages/ENTERPRISE-SECURITY-POLICY.aspx>. Please contact the MS ITS directly to obtain a copy.

Rules and Regulations of the Public Procurement Review Board, Office of Personal Services Contract Review Board can be found at <https://www.dfa.ms.gov/dfa-offices/personal-service-contract-review/>.

SECTION 2 BACKGROUND, MINIMUM QUALIFICATIONS, SCOPE OF SERVICES, DELIVERABLES, AND CONTRACT PHASES

2.1 Preferred Drug List Development & Management and Supplemental Drug Rebate Administration – Component 1

DOM seeks an Offeror to coordinate all phases of preferred drug list (PDL) and supplemental rebate (SR) administration that is consistent with both federal and state law with a minimum of five years of experience servicing government accounts and has, within the last 48 months, been engaged in a contract or awarded a new contract with similar work in a state Medicaid program. The Offeror shall provide proven methodologies yet preserve flexibility for DOM to customize the pharmacy program to suit Mississippi's needs.

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2.1.1 Preferred Drug List (PDL) Development and Management

2.1.1.1 PDL Background

The Universal Preferred Drug List (PDL) is a continually updated list of medications representing the clinical judgement of members of the Pharmacy and Therapeutics (P & T) Committee and approved by DOM's executive director to foster safe, appropriate, and effective drug therapy while ensuring optimal savings to the state. In accordance with Miss. Code Ann. § 43-13-107, DOM is responsible for holding P & T Committee meetings for the purpose of maintaining a mandatory Universal PDL. These meetings are held quarterly or less frequently, if permitted by the executive director, and review drugs and drug classes for their efficaciousness, clinical significance, and overall cost effectiveness. Drugs and drug classes listed on the PDL include the most widely utilized and costly drug classes; however, not all covered drugs are included on the PDL. Use of the Universal PDL is mandatory for all Medicaid beneficiaries and Children's Health Insurance Program (CHIP) beneficiaries. Medicaid beneficiaries are inclusive of both fee-for-service (FFS) beneficiaries and Mississippi Coordinated Access Network (MSCAN) beneficiaries. The PDL specifies prior authorization requirements for non-preferred drugs in addition to detailed requirements for preferred drugs which may have clinical or step edits. An integral component of PDL management is consideration of supplemental drug rebate offers from pharmaceutical manufacturers as well as the Mississippi Coordinated Access Network (MSCAN) drug utilization claims volume among the state's three managed care organizations.

2.1.1.2 PDL Scope of Services and Deliverables

At a minimum, Offerors shall address the following scope of services and deliverables in their proposal:

1. The Contractor shall produce systematic clinical reviews of each therapeutic class or specific drugs for all P&T committee meetings. This includes producing current clinical monographs which summarize the relative safety and efficacy of each drug/product within the therapeutic class. This information is used by committee members to determine a drug's preferred and nonpreferred status on the PDL. All relevant evidence and citations regarding drugs/products must be in this report, including but not limited to, the comparative efficacy, side effects, dosing, prescribing trends and indications.
2. The Contractor shall be solely responsible for the PDL template and content, including document format and maintenance. Changes to this format may be requested by DOM at no additional cost.
3. The Contractor's clinical staff members, as requested by DOM, shall be present on site for each P&T committee meeting. This staff shall facilitate the meeting as well as present clinical and cost information materials for P&T members to review. These materials shall be provided to the state 30 calendar days prior to

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the meeting and shared with members via a secure means no less than two weeks in advance of the meeting. Vendor shall provide refreshments and, as appropriate, lunch for P&T meetings as requested by DOM. DOM reserves the right to request the Contractor to schedule the meeting and reserve the meeting venue. Meetings may be held virtually or in-person at a Contractor-procured physical location.

4. The Contractor shall review PDL configuration and identify payment anomalies where claims data is not in alignment with the expectations related to claims data within PDL market baskets. Formulate recommendations using pharmacoeconomic modeling of preferred drugs in each class or other modeling methods for medical products, such as diabetic supplies, managed by pharmacy and present to DOM at least one month prior to each P&T Committee meeting.
5. The Contractor shall incorporate pharmacoeconomic drug class analyses with all therapeutic reviews and present this information at each P&T committee meetings and respond to questions from committee members.
6. During P&T committee meetings, the Contractor shall provide supplemental rebate negotiations and savings information in a format agreed upon by DOM for each therapeutic class when that therapeutic class of drugs is reviewed. Additionally, the Contractor shall perform and include documentation of benchmark analyses for financial and clinical outcomes of monitoring trends. Program recommendations to improve clinical and financial outcomes must also be provided by the Contractor.
7. The Contractor shall transcribe and provide minutes from P&T meetings. Drafted minutes shall be provided to DOM for review and approval within 10 business days after meeting adjournment. The Offeror shall also draft summary memos for use by the executive director to assist in final PDL drug status decisions.
8. The Contractor shall develop an annual review schedule/P&T agenda for review of all therapeutic classes listed on the PDL and post publicly. The review schedule shall also include 'off cycle' reviews of drugs/products new to the market which are not included in the annual therapeutic class review. Additionally, the Contractor must monitor and recommend new therapeutic classes/drugs to be added to the PDL when appropriate.
9. The existing MS Universal Preferred Drug List (PDL) is the basis for ongoing PDL updates. The Contractor shall provide a weekly PDL data file to ensure appropriate PDL indicators are assigned to new drugs, necessary for inclusion in the claims processing system. Comprehensive PDL file updates for future PDL changes, subsequent to P&T Committee Meetings, are required to ensure the claims processing systems for Medicaid and CHIP beneficiaries are prepared for mass PDL drug status changes. Assist DOM to address drug shortages and/or withdrawals by analyzing impact and recommending alternative PDL products

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and working with DOM and its fiscal agent as needs arise to make off-cycle PDL changes.

10. The Contractor shall assist DOM in maintaining ongoing provider communications regarding the PDL and savings associated with the PDL. This includes, but is not limited to, developing periodic articles for the MS Medicaid Provider Bulletin, assisting DOM staff with the development of articles and/or presentations for providers' professional organizations, professional journals, and fulfilling legislative requests.
11. The Contractor shall work with the Sovereign States Drug Consortium (SSDC) supplemental rebate vendor (negotiator) and DOM to provide written and/or verbal responses to inquiries from any interested parties concerning inclusion of drugs/products on the PDL as requested by DOM.
12. The Contractor shall create and maintain both new and existing prior authorization criteria of all drugs listed on the PDL requiring prior authorization. Additionally, DOM encourages the Contractor to develop innovative strategies for improving prior authorization access and functionality of prior authorization forms. DOM, at its discretion, may approve or reject as well as request edits of all PA criteria created and maintained by the Contractor.
13. The Contractor will work collaboratively with DOM and assist both DOM and the fiscal agent with development and maintenance of electronic prior authorization criteria.
14. The Contractor shall assist DOM with the review, approval, or rejection of MSCAN drug prior authorization criteria for all drugs not managed on the PDL.
15. The Contractor shall work cooperatively with other DOM Contractors, including but not limited to, the Retrospective Drug Utilization Review (RDUR) Contractors and the fiscal agent, on DOM initiatives, as necessary.
16. The Contractor shall be available, with reasonable notice, for onsite presentations as requested by DOM.
17. The Contractor shall provide required reports including, but not limited to, the following:
 - a. Gross versus net spend trending report to include before and after rebate spend totals (quarterly report); and,
 - b. Projected estimated savings report (presented to P&T members) versus actual realized savings (quarterly report - to be set up during implementation phase).

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18. The Contractor shall provide any and all requested ad hoc reports and requests. There shall be no limit to the number of hours needed to fulfill ad hoc report requests.

Additionally, the Offeror is encouraged to provide examples of innovative reports created for other states.

2.1.2 Supplemental Drug Rebate Administration

2.1.2.1 Supplemental Rebate (SR) Background

The State of Mississippi is currently a member of the Sovereign States Drug Consortium (SSDC). The SSDC is an organization of 13 state Medicaid programs that have agreed to collectively solicit and evaluate offers from manufacturers for state supplemental drug rebates and DME rebates. The primary activity of the SSDC is a Medicaid drug rebate program that negotiates for rebates that are in addition to those required under the federal Medicaid Drug Rebate Program. The SSDC hires a Contractor to administer the rebate solicitation, negotiation, and evaluation process. The SSDC is unique in that individual states are free to accept or reject supplemental rebate offers and, thus, customize their own PDLs to fit their needs. The SSDC's Contractor also prepares a spreadsheet of SR offers for the states and an accepted offer report. The SSDC Contractor is responsible for bid negotiations, relaying the bids to the Member States, contract review, contract approval/rejection, and providing a report to Member states of non-bidders, and all communication vehicles, including a secured vendor/client website. Additionally, the SSDC Contractor is responsible for communication with manufacturers if a Member State decides to stop participating in a contract that has been established between the SSDC, its represented states, and manufacturer. Their responsibility as the SSDC Contractor stops there. After that, it will be the Contractor's responsibility to prepare and execute the SR contracts for the manufacturers and any other activity related to contracting with the exception of notifying a manufacturer of a state's decision to terminate their contract.

2.1.2.2 SR Scope of Services and Deliverables

At a minimum, Offerors shall address the following scope of services and deliverables in their proposal:

1. The Contractor shall be qualified and experienced to process, invoice, resolve disputes and account for all Medicaid Supplemental Rebates, inclusive of fee-for-service and managed care drug claims, on a quarterly basis according to the Centers for Medicare and Medicaid Services (CMS) guidelines and required timelines. It should be noted that the state's fiscal agent is responsible for the administration and management of the federal drug rebate program.
2. The Contractor shall provide information for SR administration services relevant to a single state (stand-alone) supplemental rebate process which also includes robust preparation, facilitation, and support of the P&T Committee meetings.

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The Contractor is responsible for fully disclosing all information to DOM and shall provide complete transparency of all transactions, communications, and contracts between the Contractor, DOM, and each of the manufacturers/labelers. DOM shall make the final determination on the acceptance or refusal of each supplemental rebate contract.

3. The Contractor shall provide a description of their approach to calculating supplemental rebates to DOM. This shall include methods to ensure standard federal rebate units reconcile with supplemental rebate units. The state's fiscal agent shall supply the SR vendor with quarterly utilization files which can then be used by the vendor for SR rebate validation and invoicing. The SR vendor shall work cooperatively with the fiscal agent and manufacturers in dispute resolution.
4. The Contractor shall provide supplemental rebate negotiation and savings information for each therapeutic class in a format agreed to by DOM. In addition, the Contractor shall perform and include documentation of benchmark analyses for financial and clinical outcomes to monitor trends and shall provide program recommendations to improve clinical and financial outcomes. DOM expects the Contractor to provide predicted savings information compared to actual savings realized.
5. The Contractor shall provide specific suggestions for enhancing rebates and/or lowering overall pharmacy costs. This analysis shall include a review of the utilization data for performance under existing drug classes and identify areas for improvement for both clinical impact and cost-effectiveness of PDL classes.
6. The Contractor shall develop supplemental rebate agreement contracts to comply with federal and state laws, rules, regulations, and policies. The agreements will be made between DOM and the manufacturers/labeler in a format approved by DOM and CMS.
7. The Contractor shall provide responses to all inquiries from any labeler/manufacturer related to supplemental rebates as requested by DOM and provide monthly updates to DOM of these labeler/manufacturer inquiries. Keep DOM apprised of any urgent labeler/manufacturer contract issues.
8. As authorized by State Plan, Attachment 3.1-A, Exhibit 12a, page 3, the Contractor shall collect supplemental rebates for both fee-for-service (FFS) and coordinated/managed care claims. The same requirements are applicable for coordinated/managed care claims as for fee-for-service (FFS). If the state selects to pursue supplemental rebates for any physician administered drugs (J-code) or DME supplies, the same requirements are applicable.
9. The Contractor shall generate invoices in a CMS-approved format and receive, post, and reconcile payments from each manufacturer/labeler. Invoices shall state the unit type, quantity of units used, and the expected total rebate amount

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for each National Drug Code (NDC) of the manufacturer/labeler for the billing quarter for drugs dispensed by providers to eligible beneficiaries. Payments shall be forwarded to DOM in a manner approved by DOM. Invoices shall reflect delineated units between fee-for-service and managed care organization units (separate lines for each source). The CMS utilization file submitted by the fiscal agent will already report these delineations.

10. The Contractor shall resolve disputes, in collaboration with the fiscal agent, as they relate to the Supplemental Rebate Program and in accordance with guidance provided by CMS in the Dispute Resolution Program Best Practices section regarding Medicaid Drug Rebate Dispute Resolution Program. Dispute resolution shall also be consistent with DOM regulations, policies and procedures.
11. The Contractor shall research, correct, reconcile, resubmit if required, and complete the dispute resolution for all manufacturer/labeler disputes for both DOM and Supplemental Drug Rebates. DOM shall be notified on all dispute resolution outcomes on or before the tenth (10th) calendar day of the month following the service month.
12. The Contractor shall report all dispute resolution outcomes to DOM on or before the 60th calendar day following the SR invoice postmarked date to manufacturers. Once coordinated care/managed care and FFS invoices have been submitted, there is a delay from when the CMS utilization information is submitted to both CMS and the SR vendor. This timeframe allows the fiscal agent to make appropriate changes to any initial dispute resolution initiated by either the fiscal agent or the manufacturer. DOM wants to ensure the supplemental rebate vendor will have sufficient time to handle any disputes while coordinating with the fiscal agent regarding any utilization changes that may have occurred.
13. The Contractor, in consultation with the state, shall have the capability and experience to aggressively pursue all outstanding balances, aged/expected receivables and resolve all disputes in order to ensure timely collection of rebates. The Contractor shall present in its response to the RFP methodology for dispute resolution. The SR vendor shall maintain a quarterly collection rate, after 90 calendar days from the postmarked date of the invoice, of at least 95% for current quarter invoices.
14. The Contractor shall observe federal confidentiality guidelines regarding all supplemental rebate agreements details and payment information.
15. The Contractor shall be available, with reasonable notice, for presentations as requested by DOM.
16. The Contractor is responsible for providing the supplemental rebate CMS-64.9R report and CMS-64.21 report as applicable. The Contractor's services must include providing the state with sufficient summary and supporting

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documentation to file Form CMS-64.9R and CMS-64.21 and any other state and federal documents that may be required.

17. The Contractor shall provide any and all requested ad hoc reports and requests. There shall be no limit to the number of hours needed to fulfill ad hoc report requests.

2.1.3 Key Personnel for Preferred Drug List (PDL) Development & Management and Supplemental Drug Rebate (SR) Administration

The Offeror shall propose key personnel for the contract's scope of services which includes the Preferred Drug List (PDL) and Supplemental Drug Rebate (SR) administration. These personnel should be fully qualified to perform the work required therein and shall not be located beyond the boundaries and jurisdiction of the United States. The Contractor may not make any permanent or temporary changes in key personnel without the written approval from DOM. DOM reserves the right to approve or reject all key staff persons assigned to the Contract. Multiple key staff personnel positions, listed under each component, may be fulfilled by the same person, if qualifications are met. The Offeror shall furnish complete staffing model proposed to include all full-time and part-time staff. Full time is defined as a minimum of 40 hours of service per week or a minimum of 2,080 hours of service per year. Part time is defined as less than 40 hours of service per week or less than 2080 hours of service per year. The Contractor shall have, at a minimum, the following key management personnel, as listed below, employed within 90 days after the award of this Contract. Key management positions cannot be vacant for more than 90 calendar days. The Contractor must notify the Division within five business days of learning that any key position is vacant or anticipated to be vacant within the next 30 calendar days.

1. **Clinical Account Manager:** This key staff person shall be a full-time dedicated Mississippi licensed pharmacist responsible for implementation and operations of all three components for the contract requirements, including but not limited to all services, deliverables, and oversight of both internal and subcontractor operations. The clinical account manager shall have a minimum of five years of experience in Medicaid project management. An additional minimum of five years of practicing pharmacy experience is required. The individual shall have detailed knowledge of the Medicaid program pharmacy coverage and payment rules and possess relevant experience in managing complex projects. This pharmacist should live locally and be available to attend onsite meetings at the state office building upon DOM's request. This pharmacist shall be responsible for managing all aspects of the preferred drug list and supplemental rebate administration.
2. **Lead Medical Director:** This key staff person shall be a physician, licensed in the state of Mississippi and with expertise in a diverse array of disease states. The Medical Director will assist with the PDL and SR components as defined in the scope of services. The Medical Director shall have a minimum of five years of experience in the Medicaid sector. An additional minimum of five years of work-related clinical practice experience is required and be board certified in their area of medical specialty. This person should

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be eligible for medical licensure in Mississippi upon contract award, and prior to operations phase, shall become fully licensed in the state of Mississippi.

3. **Supplemental Rebate (SR) Manager:** The SR manager shall be a licensed pharmacist responsible for managing the SR components of the RFP. This person will work closely with the Clinical Account Manager and the Medical Director. Qualifications include a minimum of five years of experience in Medicaid drug rebate program management experience, preferentially supplemental rebate experience and management. This position will be responsible for all pharmacoeconomic modeling, forecasting, reporting and analytics. The SR manager shall collaborate with the Clinical Account manager as well as other state contractors to perform predictive modeling changes to the PDL due to impact of supplemental rebate offers, reimbursement rate changes, and/or pharmaceutical market fluctuations. Experience analyzing the impact of Medicaid managed care is preferred. The SR Manager's work experience will demonstrate prior experience, including but not limited to, collaboration with a wide variety of Medicaid vendors, such as fiscal agents, rate setting contractors, actuarial firms, etc.
4. **Key Support Staff** –The Contractor shall have sufficient clinical and administrative staffing to support the scope of services and shall clearly define all duties and responsibilities directly related to program operations.

2.2 Rate Setting of Covered Outpatient Drugs, Blood Factor Products, and Certain Durable Medical Equipment (DME) Products

2.2.1 Background

The Contractor must provide maintenance of reimbursement methodology rate structure for all covered outpatient drugs as defined in 42 U.S.C. 1396r–8 and related analysis and consulting services. Covered outpatient drugs include both drugs covered under the pharmacy benefit and physician administered drugs covered under the medical benefit. The Offeror should have experience in setting State Actual Acquisition Cost (AAC) rates, State Maximum Allowable Cost (SMAC) rates, and performing Cost of Dispensing Surveys. In addition to covered outpatient drugs, the Contractor will assist DOM with the maintenance of reimbursement of vaccines and other non-drug products including, but not limited to blood factor products, diabetic supplies, and nutritional products. The Contractor shall be expected to follow state reimbursement methodology and assist with maintenance and development of future reimbursement methodologies.

DOM policy mandates that 340B Covered Entities choose to opt-in or opt-out of dispensing or administering 340B purchased stock on claims billed for 340B-eligible patients. Further, should the provider opt-in and bill 340B-purchased drugs, they must bill at the actual acquisition cost of these products and may bill for the Medicaid allowable dispensing fee. This is problematic in that CMS does not provide a 340B Ceiling Price file to state Medicaid programs for use in their claims processing systems. For example, 340B Ceiling Prices can be calculated by subtracting a drug's Unit Rebate Amount (URA) from its Average Manufacturer Price (AMP). The Contractor must have the capability to develop, maintain and provide, at the state's request, a 340B Ceiling Price file for the purpose of integration

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into DOM's pharmacy and medical claims processing systems. The Contractor shall be expected to derive solution in calculation of a state-specific 340B Ceiling Price file for use in the claims processing systems.

Complete pharmacy reimbursement methodology can be found in the Mississippi Medicaid State Plan and Administrative Code Title 23, Part 214 Pharmacy Services. The Coordinated Care Organizations (CCOs) are required to reimburse all in-network providers enrolled in those organizations at rates no less than what Medicaid reimburses fee-for-service providers. This information can be found on the DOM website: <http://www.medicaid.ms.gov>.

DOM has no State Maximum Allowable Cost (SMAC) program, but should the State Plan be changed, the Contractor shall have the capability to set and maintain SMACs.

The current professional dispensing fees are based on a Mississippi-specific Cost of Dispensing Fee Survey. The last survey was performed in 2015. The Contractor shall have experience in performing Cost of Dispensing Surveys should the need arise for the state to set new dispensing fees.

Offerors are encouraged to propose innovative solutions to meet or exceed the requirements of this RFP.

2.2.2 Scope of Services

DOM seeks an Offeror to coordinate all phases of defining and maintaining the covered outpatient drug rate setting methodology that is consistent with both federal and state law with a minimum of five years of experience servicing government accounts and has, within the last 48 months, been engaged in a contract or awarded a new contract with similar work in a state Medicaid program. The Offeror must provide proven methodologies yet preserve flexibility for DOM to customize the pharmacy program to suit Mississippi's needs.

Like most states, Mississippi has several environmental and other factors relating to the provision of pharmacy products and services that are unique to the state. For example, the number of independently owned pharmacies which are highly dependent on Medicaid reimbursement must be carefully considered when setting and maintaining rates. In addition, the state legislature may affect changes to reimbursement methodology and the Offeror must be flexible to handle constrained implementation deadlines.

The Offeror will be required to adhere to the performance requirements of the contract as well as the requirements of any revisions in federal or state legislation or regulations which may be enacted or implemented during the period of performance of this contract that are directly applicable to the performance requirements of this contract.

The scope of services is written to describe the requirements for the Offeror. Proposals must clearly and succinctly state how the Offeror proposes to meet or exceed these requirements if they are selected as the Contractor.

Offerors shall propose a solution to define and maintain a rate setting methodology. Offerors shall at a minimum propose the following:

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1. Various methods to use in determining, implementing, and administering acquisition costs for covered outpatient drugs under the Medicaid State Plan or other methods should reimbursement changes be required by state or federal law.
2. In the event that DOM should be required by state or federal law to change current reimbursement methodology of physician administered drugs, blood factor products, DME supplies, including, but not limited to, diabetic supplies and nutritional products, the Contractor shall implement process(es) for developing, implementing, and maintaining a rate structure.
3. Methods used to determine and implement ingredient costs for drugs which have no standard benchmark price, i.e., National Average Drug Acquisition Cost (NADAC) or Wholesale Acquisition Cost (WAC). The Contractor shall ensure DOM provides fair and equitable reimbursement to pharmacy providers by providing an Average Acquisition Cost (AAC) to ensure compliance with 42 C.F.R. Part 447, Medicaid Program Covered Drugs.
4. Methods for evaluation of dispensing fees to include performing state-specific cost of dispensing surveys.
5. Methodology used to define specialty drugs and capability to produce a monthly specialty drug list for web posting.
6. Process for monitoring and forecasting the economic impact to MS Medicaid of drugs that are predicted to have a substantial economic impact, including but not limit to specialty or pipeline drugs. These drugs could include certain orphan drugs, which may have low utilization overall, but due to their anticipated higher cost, will impact DOM's spend when patients begin therapy. They may also include additional treatment options within a disease state.
7. Information on external factors affecting prescription drug pricing, including but not limited to federal legislation and program implementation, any legal issues or cases affecting drug pricing, trends in drug reimbursement, trends in professional dispensing fees, and/or pharmacy provider issues.
8. Plan of action to ensure Contractor is able to respond to DOM within one (1) business day to changing circumstances in the drug marketplace that require any prices to be adjusted in the system.
9. Currently, DOM is in the process of utilizing a J-Code to National Drug Code (NDC) crosswalk. This crosswalk must be updated on a weekly basis to capture and map all new NDCs/drugs to the correct Healthcare Common Procedure Coding System (HCPCS) code. The HCPCS/NDC crosswalk must contain, at a minimum, the allowed billing units, conversion table, start and end dates, and pricing values. In the event that no valid pricing values exist, which follow the state's current Physician Administered Drug (PAD) State Plan reimbursement logic, the State may request the Contractor to develop rates for PADs that have not been assigned permanent HCPCS code (e.g., temporary code or

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miscellaneous J-codes). Please note that this will be a separate line item in the price proposal.

10. Methods of providing support by telephone, fax, email, mail, internet, or other means and promptly investigating, responding to, and resolving any questions or concerns by providing evidence of pricing or drug product availability and methods to ensure the Contractor responds to DOM, provider, or stakeholder questions within one business day of receipt with a resolution or proposed resolution.
11. Provision to give expert testimony when requested by DOM within reasonable notice (e.g. Attorney General litigation cases, Legislative requests).
12. All reports necessary to validate compliance with 42 CFR § 447.518 findings and assurances, including but not limited to, calculating the Federal Upper Limit (FUL) aggregate test, at least annually, to verify that the average AAC-based pharmacy reimbursement satisfies the FUL aggregate requirement set forth by CMS.
13. Claims breakdown report by pricing benchmark to include breakdown for all drugs, brand and generic, prescription and over-the-counter in aggregate and prescription and over-the-counter separated.
14. Any and all ad hoc reports and requests. There shall be no limit to the number of hours needed to fulfill ad hoc report requests.

2.2.3 Key Personnel

The Offeror shall propose key personnel for the contract's scope of services which includes coordinating all phases of defining and maintaining the covered outpatient drug rate setting methodology. These personnel should be fully qualified to perform the work required therein and shall not be located beyond the boundaries and jurisdiction of the United States. The Contractor may not make any permanent or temporary changes in key personnel without the written approval from DOM. DOM reserves the right to approve or reject all key staff persons assigned to the Contract. Multiple key staff personnel positions, listed under each component, may be fulfilled by the same person, if qualifications are met. The Offeror shall furnish complete staffing model proposed to include all full-time and part-time staff. Full time is defined as a minimum of 40 hours of service per week or a minimum of 2,080 hours of service per year. Part time is defined as less than 40 hours of service per week or less than 2080 hours of service per year. The Contractor shall have, at a minimum, the following key management personnel, as listed below, employed within 90 days after the award of this Contract. Key management positions cannot be vacant for more than 90 calendar days. The Contractor must notify the Division within five business days of learning that any key position is vacant or anticipated to be vacant within the next 30 calendar days.

1. **Project Manager** – This full-time Mississippi-dedicated key staff person will be responsible for implementation and/or operations of the contract requirements, including but not limited to all services, deliverables, and oversight of both internal and subcontractor operations. This person must have five years' Medicaid experience in

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project management in drug reimbursement as described in this RFP and must have an accredited college or university degree. The individual must have general knowledge of the Medicaid program, particularly pharmacy coverage and payment rules, with relevant experience in managing complex projects.

2. **Pharmacist** – This key staff person will be responsible for clinical oversight and support. This person must have five years' experience in Medicaid- related rate setting and a minimum of five years of work-related experience in a pharmacy practice setting. This pharmacist must have a degree in pharmacy. The individual must have general knowledge of the Medicaid program, particularly pharmacy coverage and payment rules, with relevant experience in managing complex projects. This Component 2 position may be fulfilled by the Component 1 pharmacist key staff position.
3. **Certified Public Accountant** – This key staff person will be responsible for financial oversight and support. This person must have five years' experience in pharmacoeconomic modeling and Medicaid-related rate setting, as described in this RFP. The individual must have general knowledge of the Medicaid program, particularly pharmacy coverage and payment rules, with relevant experience in managing complex projects.
4. **Other Key Support Staff** – The Contractor shall have sufficient clinical and administrative staffing to support the scope of services and shall clearly define all duties and responsibilities directly related to program operations.

2.3 Programmatic Assessment and Consultation of Core Pharmacy/Drug Related Components – Component 2

2.3.1 Background

The Offeror shall have the capability of ensuring that fundamental core components of DOM's pharmacy program which include physician administered drugs are managed in a clinically and fiscally sound manner.

DOM is focused on improving the overall quality and efficiency of its core pharmacy components. The Offeror should assist DOM by refining, planning, and executing organizational changes and helping to ascertain needs in a constantly changing environment. The Offeror shall recommend to DOM, for consideration, quality improvement procedures that are based on proactive improvements rather than retroactive responses. The Offeror must understand the nature of and participate in quality improvement procedures that may occur in response to critical situations and shall assist in the planning and implementation of quality improvement procedures based on proactive improvement.

2.3.2 Scope of Services and Deliverables

DOM is seeking potential Offerors that possess the ability to perform at the request of DOM the auditing of specific claims and processes, including, but not limited to the following:

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1. Pharmacy claims,
2. 340B covered entity claims,
3. Validation of attested 340B covered entities with the state and HRSA, and
4. Conduct review of third-party audits submitted to DOM,

The Contractor shall at a minimum provide the six core components including, but are not limited to, the following which are grouped by category/function:

1. Reporting/Trending Analysis/Ad Hoc Executive Requests

- a. The Contractor shall provide a Super Utilizer Report that identifies top users of pharmacy, medical, and combined services relative to percentage of total spend.
- b. The Contractor must provide key pharmacy program statistics that provides comprehensive pharmacy metric calculations over a minimum of eight quarters across all delivery systems.

2. Physician-Administered Drugs/Medical Claims/Durable Medical Equipment (DME)

- a. The Contractor shall ensure that federal and supplemental rebates are collected on all rebate-eligible claims and that no rebate dollars are left uncollected. While this is a straightforward process for pharmacy claims, it is challenging on the medical claims side. Medical claims include physician administered drugs (J-Codes) as well as Crossover claims.
- b. The Contractor shall analyze the current fiscal agent's HCPCS to NDC crosswalk for inaccuracies, e.g., NDCs not mapped correctly, crosswalk missing NDCs, erroneous number of allowed billing units, etc. Reconcile any differences with vendor's HCPCS to NDC Crosswalk with current fiscal agent's crosswalk for utilization in real time claims processing. Make appropriate recommendations as to correct HCPCS/NDC combination and forward recommendations to fiscal agent with DOM direction.
- c. The Contractor shall assess and propose best methods to manage DME products such as diabetic supplies and nutritional/medical foods. A comprehensive assessment of these products is needed to ensure all relevant components are assessed such as: adequate providers, beneficiary access, State Plan amendments, and a comprehensive reimbursement methodology assessment.

3. Claims Review/Auditing/Clinical Functions

- a. The Contractor shall isolate and audit Pharmacy claims including, but not limited to, high-dollar and high-cost disease state claims for payment accuracy, billing anomalies, correction and intervention with pharmacy providers and Medicaid's

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Program Integrity Office. The Offeror may provide methods used in other Medicaid programs to manage such claims.

- b. The Contractor shall provide oversight of pharmacy and medical claims payment to ensure proper claims payment for Medicaid claims.
- c. The Contractor shall review the accuracy of current payment algorithms and methodology for Pharmacy claims through sampling determined by DOM. The Contractor shall also ensure that duplicative services are not being billed for Medical and Pharmacy claims with a focus on covered outpatient drugs.
- d. The Contractor shall review covered outpatient drug comprehensive claims data asset to ensure appropriate coverage and federal financial participation requirements, including payment for drugs from non-rebating labelers in coordinated/managed care claims.
- e. The Contractor shall review utilization and spend for drugs paying at Wholesale Acquisition Cost (WAC) and Usual and Customary (U&C).
- f. The Contractor shall determine if there is inappropriate use of the override code used for the emergency supply of a covered outpatient drug in both Medicaid and CHIP claims.
- g. The Contractor shall review compound/total parenteral nutrition (TPN) drug claims and assess for clinical appropriateness.

4. Program Assessment/Policy Review and Revision

- a. The Contractor shall be able to establish clinically and fiscally sound criteria to determine drugs to be added to the Clinician Administered Drug and Implantable Drug System Devices (CADDs) list as well as the feasibility to 'level-price' these drugs across pharmacy and medical billing venues to prevent providers from 'gaming' the system.
- b. The Contractor shall assist in determining the fiscal impact of reimbursing pharmacy providers for comprehensive medication management services. Reimbursement for these services is currently being explored with pharmacy stakeholder groups.
- c. The Contractor shall have the capability to assist DOM in the evaluation of PAD's reimbursement methodology and revise the State Plan, if advisable. In the event of a State Plan amendment, the Offeror shall be able to organize and lead stakeholder meetings and assist DOM in all facets of State Plan changes through implementation and operation phases, including oversight and maintenance.
- d. The Contractor shall explore the feasibility of adding a new pharmacy provider type, infusion pharmacy. The Contractor shall investigate payment methodologies for the unique services provided by these pharmacy providers and determine whether these

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provider types can save DOM money through utilization of infusion suites instead of home health infusion services and nursing costs.

- e. The Contractor shall examine the current over-the-counter (OTC) drug list, coverage, spending patterns, and assist DOM with maintenance of current OTC drug list.
- f. The Contractor shall review Medicare Part B & D cost avoidance protocols and ensure Medicaid denies claims as point-of-sale (POS) for Medicare Part D.
- g. The Contractor shall review quantity limits and prospective Drug Utilization Review (DUR) alerts.
- h. The Contractor shall assess proportion of days covered (PDC) for select therapeutic classes if not already being measured.

5. Drug Rebate/340B

- a. The Contractor shall: (1) identify rebate invoicing and collection opportunities; (2) identify operational deficiencies; (3) review Third Party Liability (TPL) and Medicare Part B crossover claims for covered outpatient drugs (CODs) to ensure rebates are invoiced; (4) review TPL methodology and preferred drug list (PDL) editing, related claims and rebate invoicing where state pays any amount; (5) ensure that no federal and supplemental rebate dollars are left uncollected; and (6) ensure that federal and supplemental rebate dollars are collected on all rebate-eligible claims. Medical claims include physician administered drugs (J-Codes) as well as crossover claims.
- b. The Contractor shall determine if current policy is being followed by providers including, but not limited to, validation of attested 340B status with Health Resources and Services Administration (HRSA) and State as well as validation of current claims payment of 340B attested providers.

6. Miscellaneous

- a. The Contractor shall conduct reviews of third-party audits performed by MSCAN plan/MSCAN subcontractors submitted to DOM by providers pertaining to MSCAN plans and assist DOM in recommending appropriate dispositions.
- b. The Contractor shall review and identify opportunities for payment and clinical management improvement of clotting factor and immune globulin coverage.
- c. The Contractor shall review criteria for claiming enhanced federal match on drugs. An example could include Family Planning drugs and Breast/Cervical Cancer drugs.
- d. The Contractor shall perform general review of existing pharmacy auditing processes and recovery and make recommendations for areas of opportunity.

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2.3.3 Key Personnel

The Offeror shall propose key personnel for the contract's scope of services for programmatic assessment and consultation services for Core Pharmacy/Drug-Related components. These personnel should be fully qualified to perform the work required therein and shall not be located beyond the boundaries and jurisdiction of the United States. The Contractor may not make any permanent or temporary changes in key personnel without the written approval from DOM. DOM reserves the right to approve or reject all key staff persons assigned to the Contract. Multiple key staff personnel positions, listed under each component, may be fulfilled by the same person, if qualifications are met. The Offeror shall furnish complete staffing model proposed to include all full-time and part-time staff. Full time is defined as a minimum of 40 hours of service per week or a minimum of 2,080 hours of service per year. Part time is defined as less than 40 hours of service per week or less than 2080 hours of service per year. The Contractor shall have, at a minimum, the following key management personnel, as listed below, employed within 90 days after the award of this Contract. Key management positions cannot be vacant for more than 90 calendar days. The Contractor must notify the Division within five business days of learning that any key position is vacant or anticipated to be vacant within the next 30 calendar days.

1. **Clinical Pharmacist** — This full-time key staff person will be responsible for clinical oversight and support, including but not limited to all services, deliverables, and oversight of both internal and subcontractor operations. This person must have five years' experience in Medicaid-related projects and five years of work-related experience in a pharmacy practice setting. This pharmacist must have a degree in pharmacy. The individual must have general knowledge of the Medicaid program, particularly pharmacy coverage and payment rules, with relevant experience in managing complex projects.
2. **Business/Reporting Analyst**- This key staff position will be responsible for generation of all deliverable reports including, but not limited to, ad hoc report requests, trends analysis, requirements gathering, and other business analyst related functions and duties. Computer Science degree preferred with 10 years' experience, at least five years of which are directly related to Medicaid-related projects. In absence of Computer Science degree, related work experience and computer/analyst related experience will be considered.
3. **Key Support Staff** –The Contractor shall have sufficient clinical and administrative staffing to support the scope of services and shall clearly define all duties and responsibilities directly related to program operations.

2.4 Combined Services Interface Files

Appendix B represents the standard file layouts of the information available from DOM's fiscal agent (FA). It is provided only as context for the data fields that are available for a file transfer interface. Technical specifics will be provided during the implementation phase of the Contract. During implementation phase, DOM reserves the right to request additional files be transmitted to or submitted by the winning Offeror.

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2.4.1 Automated System Requirements

2.4.1.1 PDL Automated System Requirements

PDL requirements for the Contractor include the following:

- a. Have ability to interface with DOM fiscal agent, at no additional cost to DOM, for purpose of producing and transmitting NDC files for all drugs found on PDL.
- b. Ensure the PDL file identifies preferred and non-preferred drugs and products.
- c. Have capability to produce updates weekly and on an as-needed basis so as to correct any PDL status changes.

2.4.1.2 SR Automated System Requirements

The following information shall be generated quarterly by the Contractor:

- a. Payment Receipt Log,
- b. Allocation of Payments to Invoices,
- c. Reconciliation Payments to Invoices,
- d. Linkage of Prior Period Adjustments (PPAs) to corresponding Invoice Number(s),
- e. Calculations of Outstanding Balances,
- f. Refund Overpayments of Invoice,
- g. Research Disputes with Manufacturer/labeler,
- h. Call Tracking of Phone Conversations with Manufacturer/labeler,
- i. Required Data sent to CMS in standard CMS approved format.

2.5 Contract Phases

2.5.1 Implementation Phase

The Implementation Phase encompasses those activities required to ensure a smooth transition from the existing process to the successful Offeror. This shall entail development of a series of DOM approved plans, documents, papers, letters or other materials, and performance of activities in preparation of beginning the contract operations in the next phase. DOM shall approve all materials prior to operation by the winning Offeror.

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The winning Offeror shall be responsible for the preparation and execution of a final implementation plan. This plan shall be based upon the requirements of this RFP and shall be coordinated with DOM to ensure readiness to complete required tasks by specified dates. Contractors will develop an implementation plan to be submitted to DOM 14 calendar days post award. The implementation plan is to be approved by DOM prior to execution and must outline in detail all steps necessary to begin program operations.

During the Implementation Phase, a written report of program progress shall be submitted to DOM every week. The progress report shall specify accomplishments during the report period in a task-by-task format, including personnel hours expended, whether the planning tasks are being performed on schedule, and any administrative problems encountered.

2.5.2 Operational Phase

During the operational phase, the Contractor shall perform the responsibilities described in this RFP. The Contractor shall be required to adhere to the performance requirements of the contract and those found in state and federal law, as well as the requirements of any revisions in federal and state law or regulations which may be enacted or implemented during the period of performance of this contract that are directly applicable to the performance requirements of this contract.

2.5.3 Turnover Phase

During this phase the Contractor shall prepare DOM or other applicable parties to take over the operations of those initiatives implemented under this contract. The Contractor shall put procedures in place and provide training so that DOM sustains the ability to continue each initiative even after the project is completed and after expiration of the contract. The Contractor shall provide detailed written documentation of all new procedures implemented and any system changes made during the Operations Phase. Failure to properly prepare the state and provide written documentation shall be cause for continued withholding of payment(s).

Upon receipt of notification of DOM's intent to transfer the contract functions, the Contractor shall provide a Turnover Plan to DOM within the time frame specified by DOM. The Contractor shall take no action(s) that shall hinder the orderly transition of duties and responsibilities from the Contractor to another separate Contractor upon termination of this contract. Time lines for turnover activities shall be specified by DOM. The Turnover Plan shall include, but is not limited to, the following:

1. Proposed approach to turnover;
2. Tasks and subtasks for turnover;
3. Schedule for turnover;
4. Detailed chart depicting the Contractor's total operation; and,

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5. Transfer of Medicaid documents and case files to DOM or its designated agent.

Deliverables shall be produced in an organized manner according to reasonable and customary business standards. Deliverables shall be turned over to DOM in a form and condition that is satisfactory to DOM and in the timeframes specified by DOM. Deliverables shall include, but are not limited to, the following:

1. Turnover Plan;
2. Detailed organizational chart;
3. All Medicaid documents and case files; and,
4. Turnover Results Report.

SECTION 3 AUTHORITY

3.1 Authority

This RFP is issued under the authorities of Title XIX (Medicaid) and Title XXI (Children's Health Insurance Program) 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 DOM, be rejected without further consideration.

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

CHIP is designed to provide health coverage to children in families with incomes too high to qualify for Medicaid but unable to afford private coverage. In Mississippi, the state Medicaid agency administers the CHIP program.

In addition, Section 1902(a)(30)(A) of the Social Security Act (42 USC §1396a(a)(30)(A)), 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."

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SECTION 4 INFORMATION ABOUT the RFP PROCESS

4.1 Procurement Process

The major steps of the procurement process are described in this section of the RFP, including the required format and content of proposals. Any Proposal that does not adhere to these requirements will be deemed non-responsive and rejected on that basis.

4.2 Restrictions on Communications with DOM Staff

From the issue date of this RFP until a Contractor is selected and the contract is signed, Offerors and/or their representatives are not allowed to communicate with any DOM staff regarding this procurement except the RFP Issuing Officer. For violation of this provision, DOM shall reserve the right to reject any proposal.

4.3 Mandatory Letter of Intent

All potential Offerors are required to indicate their intention to propose by **5:00 p.m. Central Time Zone, September 1, 2021**. 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. The Letter of Intent shall include: (1) the business or individual's name (as appropriate); (2) a contact person's name and title; and (3) the contact person's mailing address, telephone number, facsimile number, and e-mail address.

The Letter of Intent shall be submitted via email to procurement@medicaid.ms.gov. Submission of the Letter of Intent shall not be binding on the prospective offeror to submit a proposal; however, failure to submit the mandatory letter of intent will disqualify a submitted proposal from consideration.

4.4 Procedure for Questions and Answers

Questions shall be submitted no later than **5:00 p.m. Central Time Zone, September 1, 2021**, using the Question and Answer template found at <https://medicaid.ms.gov/resources/procurement/>. Questions must be submitted using the referenced template and sent via e-mail to: procurement@medicaid.ms.gov, with the subject line: **Pharmacy Combined Services RFP**. Written answers shall be available no later than **5:00 p.m. Central Time Zone, September 13, 2021**, via Mississippi Contract/Procurement Opportunity Search Portal website at https://www.ms.gov/dfa/contract_bid_search/Bid?autoloadGrid=False and DOM's website at <https://medicaid.ms.gov/resources/procurement/>. Questions and answers shall become part of the final Contract as an attachment. Written answers provided for the questions are binding. DOM's responses to questions will be treated as amendments to the RFP and will require acknowledgment.

4.5 Amendments to the Request for Proposal

Amendments to Request for Proposal (RFP) shall be identified as such and shall require that the Offeror acknowledge receipt thereof. The amendment shall reference the portions of the RFP it

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amends. Question and Answer documents shall be treated in the same manner as amendments to RFP. The register of all questions and answers shall be issued as an Amendment to the RFP.

Prior to **September 1, 2021**, amendments shall be sent to all prospective offerors known to have received the RFP and posted publicly on the Mississippi Contract/Procurement Opportunity Search Portal website at https://www.ms.gov/dfa/contract_bid_search/Bid?autoloadGrid=False and the Division of Medicaid's (DOM's) website at <https://medicaid.ms.gov/resources/procurement/>.

After **September 1, 2021**, RFP amendments will only be distributed to Offerors that have submitted a Letter of Intent.

4.6 Acknowledgement of Amendments

Offerors shall acknowledge receipt of any amendment to this RFP by signing and returning the amendment with the proposal and by identifying the amendment number and date in the space provided for this purpose in the Transmittal letter. The acknowledgment must be received by the Division of Medicaid (DOM) by the time and at the place specified for receipt of proposals.

4.7 Expenses Incurred in Preparing Proposal

The Division of Medicaid (DOM) accepts no responsibility for any expense incurred by the offeror in the preparation and presentation of a proposal. Such expenses shall be borne exclusively by the offeror.

4.8 Right to Reject, Cancel and/or Issue Another RFP

The Division of Medicaid (DOM) specifically reserves the right to reject any or all proposals received in response to the RFP, cancel the RFP in its entirety, or issue another RFP.

4.9 Registration with Mississippi Secretary of State

By submitting a proposal, the Offeror certifies that it is registered to do business in the state of Mississippi as prescribed by Mississippi law and the Mississippi Secretary of State or, if not already registered, that it will do so within seven business days of being notified by the Division of Medicaid's Office of Procurement that it has been awarded a contract.

4.10 Debarment

By submitting a proposal, the Offeror certifies that it is not currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the state of Mississippi or Federal government and that it is not an agent of a person or entity that is currently debarred from submitting proposals for contracts issued by any political subdivision or agency of the State.

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4.11 Certification of Independent Price Determination

The Offeror certifies that the prices submitted in response to the RFP have been arrived at independently and without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to those prices, the intention to submit a proposal, or the methods or factors used to calculate the proposed prices.

4.12 Separation of Binders

It is the responsibility of the Offeror to separate the information labeled as Technical (blind evaluation), Cost (blind evaluation), and Management for submission to DOM. Non-separation or co-mingling of information of binders may be immediately rejected. This information is outlined in detail in Section 6.

4.13 Responsive Offeror

Offeror shall submit a proposal which conforms in all material respects to this RFP, as determined by the Division of Medicaid. Proposal responses that do not meet the minimum qualifications shall be rejected.

4.14 Responsible Offeror

Offeror who has the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance.

4.15 Accuracy of Statistical Data

All statistical information provided by the Division of Medicaid (DOM) in relation to this RFP represents the best and most accurate information available to DOM from DOM records at the time of the RFP preparation. DOM, however, disclaims any responsibility for the inaccuracy of such data. 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 DOM's Website.

4.16 Prospective Contractor's Representation Regarding Contingent Fees

The prospective Contractor represents as a part of such Contractor's bid or proposal that such Contractor has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

4.17 Acceptance of Proposals

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

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

DOM also reserves the right to waive minor irregularities in proposals, provided such action is in the best interest of DOM and the State of Mississippi. A minor irregularity is defined as a variation of the RFP which does not affect the price of the proposal, or give one party an advantage or benefit not enjoyed by other parties, or adversely impact the interest of DOM. Where DOM may waive minor irregularities as determined by DOM, such waiver shall in no way modify the RFP requirements or excuse the Offeror from full compliance with the RFP specifications and other contract requirements if the Offeror is awarded the contract.

DOM reserves the right to exclude any and all non-responsive proposals from any consideration for contract award. DOM will award a contract to the Offeror whose proposal is responsive to the RFP and is most advantageous to DOM and the State of Mississippi in quality, price, and other factors considered.

4.18 Rejection of Proposals

A proposal may be rejected in whole or in part when in the best interest of the State. A proposal may also be rejected for failure to conform to the rules or the requirements contained in this RFP. Proposals must be responsive to all requirements of the RFP in order to be considered for contract award. DOM reserves the right at any time to cancel the RFP or, after the proposals are received, to reject any of the submitted proposals determined to be non-responsive. 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 that submitted the proposal is non-responsible as determined under Section 3-102.09 (Responsibility of Bidders and Offerors);
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

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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; and
12. The proposed price is clearly unreasonable.

4.19 Alternate Proposals

Each Offeror, its subsidiaries, affiliates, or related entities shall be limited to one (1) proposal which is responsive to the requirements of this RFP. Failure to submit a responsive proposal will result in the rejection of the Offeror's proposal. Submission of more than one (1) proposal by an Offeror may, at the discretion of DOM, result in the summary rejection of all proposals submitted. An Offeror's proposal shall not include variable, contingent, or multiple pricing options

4.20 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 DOM's Procurement Officer, signed by the Offeror to: procurement@medicaid.ms.gov.

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

Unless requested by DOM, 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.

4.21 Disposition of Proposals

The proposal submitted by the successful Offeror shall be incorporated into and become part of the resulting contract. All proposals received by DOM shall upon receipt become and remain the property of DOM and will not be returned to the Offeror. DOM shall have the right to use all concepts contained in any proposal and this right shall not affect the solicitation or rejection of the proposal.

4.22 Best and Final Offers

Unsolicited best and final offers, including but not limited to, such offers submitted by non-finalists will not be accepted; however, at the Division of Medicaid's discretion, all finalists may be given the opportunity to provide a best and final offer relative to their financial proposal. Best and final offers shall be submitted only once; however, the Division of Medicaid may make a determination that it is in the State's best interest to require another submission of a best and final offer. Offerors shall also

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be informed that if they do not submit a notice of withdrawal or another best and final offer, their immediate previous offer will be construed as their best and final offer.

The Division of Medicaid will notify finalists if a best and final offer may be submitted and will establish a date and time for such submission. Although a finalist is under no obligation to submit such an offer, any such best and final offer should include any applicable revised financial exhibits and must be signed by an appropriate representative of the Offeror. If a finalist chooses not to make a best and final offer, the financial proposal included in the Offeror's RFP submission will be considered as the best and final offer. Otherwise, no changes in the Business/Price Proposals shall be allowed prior to award.

4.23 Required State Approval

Approval from the Mississippi Public Procurement Review Board (PPRB) must be received before contract execution. Every effort will be made by DOM to facilitate rapid approval and a start date consistent with the proposed schedule.

4.24 Written Clarifications

During the evaluation process, any and all discussions regarding this RFP will be conducted via writing as described under this section. The Division of Medicaid (DOM) may conduct discussions with Offerors who submit proposals determined to be reasonably susceptible of being selected for award, but proposals may be accepted without such discussions. The Evaluation Committee may need clarification while reviewing proposals. If any questions are posed by the evaluators, the Chief Procurement Officer or their designee will e-mail to the Offerors the clarification questions. Answers for the questions will be required the same day the questions are sent unless another timeframe is communicated. All written responses shall not contain any information that would identify the Offeror in the response itself. The Chief Procurement Officer or their designee will review the responses for any identifying information as defined in Section 6.2.1 and may reject any responses that contain identifying information. The response to the clarification question, if free from identifying information, shall be communicated to the evaluation committee without revealing the identity of the Offeror.

4.25 Notice of Intent to Award

Notice of Intent to Award shall be publicly posted on DOM's website and the Mississippi Contract/Procurement Opportunity Search Portal for 48 hours prior to Official award notices. After public posting, DOM shall notify 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. Additionally, written Notice of Intent to Award shall be distributed to all offerors who responded to the solicitation. Unsuccessful Offerors will be notified in the same manner after the award has been accepted or declined.

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

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4.26 Post Award Debriefing

Post award vendor debriefing is allowed and the information described in 4.26.3 may be disclosed during post-award debriefing. Subsequent to the Notice of Intent to Award, any proposing vendor may request a post-award debriefing, in writing, by U.S. mail or electronic submission.

4.26.1 Debriefing Request

A vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, and may send via U.S. mail or via e-mail, with the subject line: Debriefing Request, to procurement@medicaid.ms.gov, to be received by DOM within three business days of the Notice of Intent to Award. A vendor debriefing is a meeting and not a hearing; therefore, legal representation is not required. If a vendor prefers to have legal representation present, the vendor shall notify DOM and identify its attorney. DOM shall be allowed to schedule and/or suspend and reschedule the meeting at a time when a representative of the Office of the Mississippi Attorney General can be present.

4.26.2 When Debriefing Should Be Conducted

Unless good cause exists for a delay, the debriefing may occur any time within three business days after receipt of vendor request and may be conducted during a face-to-face meeting, by telephone or video conferencing, or by any other method acceptable to the agency. The Procurement Officer or designee should chair the meeting, and where practicable, may include other staff with direct knowledge of the procurement.

4.26.3 Information to Be Provided

At a minimum, the debriefing information may include the following:

1. The agency's evaluation of significant weaknesses or deficiencies in the vendor's bid, or proposal, if applicable;
2. The overall technical rating of the successful vendor(s) and the debriefed vendor;
3. The overall ranking of all vendors, when any rankings was developed by the agency during the selection process;
4. A summary of the rationale for award; and,
5. Reasonable responses to relevant questions about selection procedures contained in the solicitation, applicable regulations, and other applicable authorities that were followed.

4.26.4 Information Not to be Provided

The debriefing shall not include point-by-point comparisons of the debriefed Offeror's proposal with those of other Offerors. Any written request by a vendor for nondisclosure of

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trade secrets and other proprietary data is subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79- 23-1 and §§ 75-26-1 through 75-26-19.

4.26.5 Statement in the Solicitation

The agency shall include in each solicitation a statement that vendor debriefing is available, and the information described in Section 7-113.03 may be disclosed during post-award debriefing as described in this section 4.26.

4.27 Pre-Award Vendor Debriefing

Nothing in the PPRB regulations requires or prohibits pre-award vendor debriefing.

4.28 Protest of Solicitations or Awards

1. **Interested Party** means an actual or prospective bidder or offeror that may be aggrieved by the solicitation or award of a contract, or by the protest.
2. **Protestor** means any actual or prospective bidder or offeror who is aggrieved in connection with the solicitation or the award of a contract and who files a protest.
3. **Special Assistant Attorney General** shall mean the individual assigned by the Attorney General to provide legal assistance to the Mississippi Department of Finance and Administration.

4.28.1 Procedures for Filing Protests

Protestors should seek resolution of their complaints initially with the office that issued the solicitation. Any actual or prospective offeror who is aggrieved in connection with the solicitation or award of a contract may protest to the Chief Procurement Officer and copy the Mississippi Department of Finance and Administration's Director of the Office of Personal Service Contract Review (OPSCR). The protest shall be submitted in writing within seven calendar days of the Notice of Intent to Award or within seven calendar days of the solicitation posting if the protest is based on the solicitation. A protest is considered filed when received by the Chief Procurement Officer. Protests filed after the seven calendar days period shall not be considered.

To file a protest directly to the PPRB, the aggrieved party shall file a protest with the Office of Personal Service Contract Review within seven calendar days after the aggrieved party knew or should have known of the facts and circumstances upon which the protest is based, but in no event later than within seven calendar days of the solicitation posting or Notice of Intent to Award.

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4.28.2 Contents of Protest

To expedite handling of protests, the envelope should be labeled "Protest." The written protest shall include at a minimum the following:

1. The name and address of the protestor;
2. Appropriate identification of the procurement and if a contract has been awarded, its number;
3. A statement of reasons for the protest; and
4. Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time in which case the expected availability date shall be indicated.

4.28.3 Protest Decision

If the protest is not resolved by mutual agreement, the Agency Head shall promptly issue a decision in writing. The decision shall: (a) state the reasons for the action taken; and (b) inform the protestor of the right to administrative review. A copy of the decision shall be mailed or otherwise furnished in writing immediately to the protestor and any other interested party.

A decision on a protest shall be made by the Agency Head or PPRB as expeditiously as possible after receiving all relevant, requested information. If a protest is sustained, the available remedies include, but are not limited to, cancellation or revision of the solicitation in accordance with Section 5-204 (REMEDIES PRIOR TO AN AWARD) or cancellation of the contract in accordance with Section 5-205 (REMEDIES AFTER AN AWARD).

A decision shall be final and conclusive, unless fraudulent, or any person adversely affected by the decision appeals administratively to the Public Procurement Review Board.

The Agency Head will refuse to decide any protest when a matter involved is the subject of a proceeding before the Procurement Review Board or has been decided on the merits by the Board. If an action concerning the protest has commenced in court, the Agency Head or PPRB shall not act on the protest. This section shall not apply where the Board or a court requests, expects, or otherwise expresses interest in the decision of the Agency Head or Public Procurement Review Board.

On any direct protest, the PPRB shall decide whether the solicitation or award was in accordance with the Constitution, statutes, rules and regulations, and the terms and conditions of the solicitation. The proceeding shall be de novo. Any prior determinations by administrative officials shall not be final or conclusive. A determination of an issue of fact by the PPRB shall be final and conclusive unless arbitrary, capricious, fraudulent, or clearly erroneous.

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4.28.4 Stay of Solicitation of Award

In the event of a timely protest, the agency shall not proceed further with the solicitation or with the award of the contract until the PPRB approves the determination that continuation of the solicitation or award of the contract without delay is necessary to protect substantial interests of the State.

4.28.5 Right to Appeal

Any person adversely affected by the protest decision of an Agency Head may appeal administratively to the PPRB.

For an appeal under this section, the aggrieved person shall file an appeal within seven calendar days of receipt of a Protest Decision.

4.28.6 Protest Bond

Protests shall be accompanied by a bond for \$250,000.00 or the price of the contract whichever is lower. The protest bond shall be maintained through final resolution, whether at the agency level or through a court of competent jurisdiction.

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

4.29 Written Offers

All offers shall be in writing.

4.30 Type of Contract

This solicitation provides for a multi-term contract. Unless otherwise provided by law, a contract for services may be entered into for a period of time not to exceed four years with an option to renew for one year, provided the term of the contract and conditions of renewal or extension, if any, are included in the solicitation and funds are available for the first fiscal period at the time of contracting. Payment and performance obligations for succeeding fiscal periods shall be subject to the availability and appropriation of funds. The following are requirements of a multi-term contract:

- a. The Offeror will be expected to provide services as detailed in this RFP for a period of three years with two optional one-year renewals.
- b. Compensation for services shall be in the form of a firm-fixed rate agreement which provides a price that is not subject to adjustment because of variations in the contractor's cost of performing the work specified in the contract.

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- c. A multi-term contract will be canceled if funds are not appropriated or otherwise made available to support the continuation of performance in any fiscal period succeeding the first; however, this does not affect either the State’s right or the contractor’s rights under any termination clause in the contract.
- d. The Procurement Officer must notify the contractor on a timely basis that the funds are or are not available for the continuation of the contract for each succeeding fiscal period.
- e. A multi-term contract may be awarded. The contract will be awarded to most responsive and qualified offeror.

SECTION 5 Terms and Conditions

5.1 General

The Contract between the State of Mississippi and the Contractor incorporates the following:

- 1. The Contract and any amendments thereto;
- 2. Written directives and memoranda clarifying the contractual relationship between the Division of Medicaid (DOM) and the Contractor, written on DOM letterhead and signed by the DOM’s Executive Director or his or her designee (“Written Directives and Memoranda”);
- 3. Written questions from DOM answered by the Contractor in writing during the Evaluation Process (“RFP Proposal Clarifications”);
- 4. The Contractor’s Proposal submitted in response to the RFP and any attachments, in their entirety, or the Contractor’s BAFO (if applicable) which would supersede any and all other proposals from the Contractor (Contractor’s RFP Proposal); and
- 5. The RFP and any amendments thereto, in their entirety.

5.1.1 Conflict in Language and the DOM’s Right to Clarify

In the event of a conflict in language among the five documents referenced above, or any ambiguities, conflicts, or questions of interpretation of the Contract, any such instances shall be resolved as follows:

- 1. First, by reference to the Contract and any amendments thereto. If Contract Amendments exist, they are referenced first, in order from most recent to least recent. If the matter is still unresolved, then reference shall be made to the original, unamended Contract.
- 2. Second, Written Directives and Memoranda from DOM, in order from most recent to least recent.
- 3. Third, the RFP Proposal Clarifications.

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4. Fourth, the Contractor's RFP Proposal and BAFO, if applicable.
5. Fifth, the RFP, in its entirety, including any amendments thereto.

If an issue is addressed in one document that is not addressed in another document, no conflict in language shall be deemed to occur. 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, Subsection 5.1.1 of this RFP dictates priority.

5.1.2 Contract Amendments

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

5.1.3 Modifications

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

Contractor: Person(s) designated by the Contractor

DOM: Executive Director

5.2 Performance Standards, Actual Damages, Liquidated Damages, and Retainage

DOM may require corrective action in the event that any deliverable, report or the like should indicate that the Contractor is not in compliance with any provision of this Contract. DOM may also require the modification of any policies or procedures of the Contractor relating to the fulfillment of its obligations pursuant to this Contract. DOM may issue a deficiency notice and may require a corrective action plan be filed within 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 DOM, which may accept it as submitted, accept it with specified modifications, or reject it. DOM may extend or reduce the time frame for corrective action depending on 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 Contractor with the opportunity to take corrective action.

DOM reserves the right to assess actual or liquidated damages, upon the Contractor's failure to provide timely services and deliverables required pursuant to this contract. DOM may assess liquidated damages against the Contractor pursuant to this Section and deduct the amount of the damages from the Contractor's next contingency payment. Any damages applied prior to recovery

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of money under this contract shall be applied against the first contingency payment. DOM, at its sole discretion, may establish an installment deduction plan for the amount of any damages. The determination of the amount of damages shall be at the sole discretion of DOM, within the ranges set forth below. Self-reporting by the Contractor will be taken into consideration in determining the amount of damages to be assessed. Unless specified otherwise, DOM will give a written notice to the Contractor of the failure that might result in the assessment of damages and the proposed amount of the damages. The Contractor shall have 15 calendar days from the date of the notice in which to dispute DOM's determination. Unless a different amount is specifically set forth below, DOM may, at its sole discretion, assess up to \$5,000.00 per calendar day for each instance, for each failure that occurs or remains uncorrected.

Assessment of any actual or liquidated damages does not waive any other remedies available to DOM pursuant to this contract or State or Federal law. If liquidated damages are known to be insufficient then DOM has the right to pursue actual damages.

1. **Deliverables/Reporting Requirements:** Failure by the Contractor to submit by the due date any material required by the Contract. DOM will give written notice to the Contractor, via fax, e-mail, overnight mail or through regular mail of the late material. The Contractor shall have 10 calendar days following receipt of the notice in which to cure the failure by submitting the complete and accurate material. If the material has not been submitted within the 10 calendar day period, DOM, without further notice, may assess \$500.00 per calendar day for each instance.
2. **Corrective Action Plans:** Failure to complete corrective action as described above, the Contractor shall pay liquidated damages in the amount of \$250.00 per calendar day for each day the corrective action is not completed in accordance with the timeline established in the corrective action plan. Contractor may submit a written request for an extension to DOM prior to the conclusion deadline of the corrective action period that provides a detailed justification for the request and a revised timeline for completion to limit and/or avoid the assessment of damages. Approval of such written requests would be in the sole discretion of DOM.
3. **Close Out/Turnover Requirements:** 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. **Documentation/Case File Maintenance:** Failure by the Contractor to comply with case file maintenance requirements in which any documentation (other than deliverables) is unacceptable as to format, accuracy, and completeness based on DOM review, DOM may reduce compensation up to \$1,000.00 for each business day the failure remains uncorrected, per occurrence. Reduction in compensation may be imposed until such time as the Contractor provides DOM with acceptable documentation.
5. **Reporting Fraud:** Failure by the Contractor to report all instances of suspected Fraud, Waste and Abuse to DOM Office of Program Integrity as required by the Contract, DOM will assess liquidated damages in the amount of \$1,000.00 for each late instance.

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6. **Audits/Reviews:** For Failure by the Contractor to complete reviews within the 60 calendar day period, document rationale for determinations and perform rebuttal reviews to validate findings, including but not limited to RAC (Recovery Audit Contractor) findings as required by the Contract, DOM will assess \$1,000.00 for each instance.
7. **Key Personnel:** Failure by the Contractor to provide organizational structure and staff as required by the Contract. For key personnel vacancies that have not been filled within the 90 calendar day allowed period, DOM will assess damages of \$1,000.00 per day, for each business day the position remains vacant.
8. **General:** Any other failure of Contractor that DOM determines constitutes a substantial non-compliance with any material term of the Contract and/or RFP not specifically enumerated herein.

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

5.3 Terms of Contract

The Division of Medicaid (DOM) will award a contract based on proposals. The contract period begins **June 1, 2022** and will terminate **May 31, 2025**. DOM may have, under the same terms and conditions as the existing contract, an option for two one-year extension periods, provided DOM obtains approval from the PPRB to allow an extension period.

5.3.1. Applicable Law

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

5.3.2 Availability of Funds

It is expressly understood and agreed that the obligation of the Division of Medicaid to proceed under this agreement is conditioned upon the appropriation of funds by the Mississippi State Legislature and the receipt of state and/or federal funds. If the funds anticipated for the continuing time fulfillment of the agreement are, at any time, not forthcoming or insufficient, either through the failure of the federal government to provide funds or of the State of Mississippi to appropriate funds or the discontinuance or material alteration of the program under which funds were provided or if funds are not otherwise

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available to the Division of Medicaid, the Division of Medicaid shall have the right upon 10 business days written notice to Contractor, to terminate this agreement without damage, penalty, cost or expenses to the Division of Medicaid of any kind whatsoever. The effective date of termination shall be as specified in the notice of termination.

5.3.3 E-Payment

Contractor agrees to accept all payments in United States currency via the State of Mississippi's electronic payment and remittance vehicle. The agency 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 45 days of receipt of invoice. Mississippi Code Annotated § 31-7-301 *et seq.*

5.3.4 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. Mississippi Code Annotated §§ 71-11-1 *et seq.* The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

- a. Termination of this contract for services and ineligibility for any state or public contract in Mississippi for up to three years with notice of such cancellation/termination being made public;
- b. The loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one year; or both,
- c. In the event of such cancellation/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

5.3.5 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 Contractor's choice. The State may, at its sole discretion, require Contractor to electronically submit invoices and supporting documentation at any

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time during the term of this Agreement. Contractor understands and agrees that the State is exempt from the payment of taxes. All payments shall be in United States currency.

5.3.6 Procurement Regulations

The contract shall be governed by the applicable provisions of *the Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*, a copy of which is available at 501 North West Street, suite 701E, Jackson, Mississippi 39201 for inspection, or downloadable at <http://www.DFA.ms.gov>.

5.3.7 Representation Regarding Contingent Fees

Contractor represents that it has not retained a person to solicit or secure a state contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in Contractor's proposal.

5.3.8 Representation Regarding Gratuities

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 Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*.

5.3.9 Stop Work Order

- (1) **Order to Stop Work:** The Chief Procurement Officer, may, by written order to Contractor at any time, and without notice to any surety, require Contractor to stop all or any part of the work called for by this contract. This order shall be for a specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work order expires, or within any further period to which the parties shall have agreed, the Chief Procurement Officer shall either:
 - a) Cancel the stop work order; or,
 - b) Terminate the work covered by such order as provided in the Termination for Default clause or the Termination for Convenience clause of 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, 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:

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- a) The stop work order results in an increase in the time required for, or in Contractor's cost properly allocable to, the performance of any part of this contract; and,
 - b) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Chief Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.
- (3) **Termination of Stopped Work:** If a stop work order 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.

5.3.10 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.
- (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 by the notice of termination and may incur obligations as are necessary to do so.

5.3.11 Termination for Default

- (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 Chief Procurement Officer, Contractor shall take timely, reasonable,

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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 a termination for convenience.
- (6) **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

5.3.12 Termination Upon Bankruptcy

This contract may be terminated in whole or in part by DOM upon written notice to Contractor, if Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by Contractor of an

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assignment for the benefit of its creditors. 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.

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

5.3.13 Approval Clause

It is understood that if this contract requires approval by the Public Procurement Review Board and/or the Mississippi Department of Finance and Administration Office of Personal Service Contract Review and this contract is not approved by the PPRB and/or OPSCR, it is void and no payment shall be made hereunder.

5.3.14 Procedure on Termination

5.3.14.1 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 DOM within the time frame as specified by DOM in the Notice of Termination, copies of all data and documentation in the appropriate media and make available all records required to assure continued delivery of services to beneficiaries and providers at no cost to DOM;
- Complete the performance of the work not terminated by the Notice of Termination;
- Take such action as may be necessary, or as DOM may direct, for the protection and preservation of the property related to the contract which is in the possession of the

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Contractor and in which DOM has or may acquire an interest;

- Fully train DOM staff or other individuals at the direction of DOM in the operation and maintenance of the process;
- Promptly transfer all information necessary for the reimbursement of any outstanding claims;
- Return to DOM and/or destroy/sanitize all DOM data covered by the Business Associate Agreement and/or the Data Use Agreement in accordance with the terms of the Business Associate Agreement and/or the Data Use Agreement; 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 DOM or its designated Contractor following termination of the contract for any reason.

5.3.14.2 DOM Responsibilities

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

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

The Contractor shall have the right of appeal, as stated under Disputes (Section 5.13) from any such determination made by DOM.

5.3.15 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 DOM. 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 DOM of any assignment may be deemed to obligate DOM beyond the provisions of this contract. This provision includes reassignment of the contract due to change in ownership of the Contractor. DOM shall at all times be entitled to assign

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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.

5.3.16 Excusable Delays/Force Majeure

The Contractor and DOM shall be excused from performance under this contract for any period that they are prevented from performing any services under this contract as a result of an act of God, war, civil disturbance, epidemic, court order, government act or omission, or other cause beyond their reasonable control. When such a cause arises, the Contractor shall notify DOM 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 DOM determines it to be in its best interest to terminate the Contract.

5.4 Notices

Whenever, under this RFP, one party is required to give notice to the other, except for purposes of Notice of Termination under Section 5.3, 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 of Medicaid:

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

5.5 Cost or Pricing Data

If the Division of Medicaid (DOM) 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.

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5.6 Subcontracting

The Contractor is solely responsible for fulfillment of the contract terms with the Division of Medicaid (DOM). DOM will make contract payments only to the Contractor.

The Contractor shall not subcontract any portion of the services to be performed under this contract without the prior written approval of DOM. The Contractor shall notify DOM not less than 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 DOM nor the State of Mississippi as a party to that subcontract nor create any right, claim, or interest for the subcontractor against the State of Mississippi or DOM, their agents, their employees, their representatives, or successors.

All subcontracts require the prior written approval of DOM. The Contractor shall notify DOM not less than 60 days in advance of its desire to subcontract and include a copy of the proposed subcontract with the proposed subcontractor.

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

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

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

5.7 Proprietary Rights

5.7.1 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 of Medicaid (DOM) shall have the right to use, duplicate, and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others do so. If the material is qualified for copyright, the Contractor may copyright such material, with approval of DOM, but DOM shall reserve a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, and use such materials, in whole or in part, and to authorize others to do so.

5.7.2 Ownership of Information and Data

The Division of Medicaid (DOM), the Department of Health and Human Services (DHHS), the Centers for Medicare and Medicaid Services (CMS), the State of Mississippi, and/or their

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

Excluded from the foregoing provisions in this Section 5.7.2, 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 DOM may have with respect to the Proprietary Tools shall arise only pursuant to a separate written agreement between the parties.

5.7.3 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 DOM pursuant to and in accordance with Miss. Code Ann. § 25-61-1 (1972, as amended) absent a court-issued protective order or agreement by the requesting party to receive a redacted version.

5.7.4 Right of Inspection

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

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5.7.5 Licenses, Patents and Royalties

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

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

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

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

5.7.6 Records Retention and Access to Records

The Contractor shall maintain detailed records evidencing all expenses incurred pursuant to the Contract, the provision of services under the Contract, and complaints, for the purpose of audit and evaluation by DOM and other federal or state personnel. All records, including training records, pertaining to the contract shall be readily retrievable within three business days for review at the request of DOM 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 10 years thereafter, unless an audit is in progress or there is pending litigation. The right to audit shall exist for 10 years from the final date of the contract period or from the date of completion of any audit, whichever is later.

5.8 Interpretations/Changes/Disputes

Refer to Section 5.1 of this RFP for the order of priority in the event of a dispute or conflict between the components of the contract.

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

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5.9 Conformance with Federal and State Regulations

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

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

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

5.10 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.

5.11 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.

5.12 Change Orders and/or Amendments

The Executive Director of DOM or designated representative may, at any time, by written order delivered to the Contractor at least 30 calendar 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

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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 shall be asserted in writing to DOM within 30 calendar 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 30 calendar days of DOM receipt of the Contractor's cost estimate, the Executive Director of DOM shall make a determination of the revised price, and the Contractor shall proceed with the work according to a schedule approved by DOM subject to the Contractor's right to appeal the Executive Director's determination of the price pursuant to the Disputes 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, DOM 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 DOM. 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 DOM at no charge. The delivery schedule for any items added by exercise of this option shall be set by mutual agreement.

5.13 Disputes

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

5.14 Cost of Litigation

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

5.15 Attorney Fees

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

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5.16 Indemnification

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

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

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

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

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

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5.16.1 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.

5.16.2 Third Party Action Notification

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

5.17 Status of the Contractor

5.17.1 Independent Contractor

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

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

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

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

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

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In no way shall the Contractor represent itself directly or by inference as a representative of the State of Mississippi or DOM except within the confines of its role as an Independent Contractor for DOM. DOM's approval shall 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 DOM'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 DOM.

5.17.2 Employment of DOM Employees

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

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

5.17.3 Conflict of Interest

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

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

5.17.4 Personnel Practices

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

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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 (Appendix D).

5.17.5 No Property Rights

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

5.18 Compliance with Laws

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

5.19 Ownership and Financial Information

This information is to be included in the submission of the RFP and may contain identifying information. Further guidance on the RFP submission can be found in Section 6 of this RFP.

5.19.1 Information to Be Disclosed

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

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1. The name and address of any individual or corporation with an ownership or control interest in the disclosing 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 or in any subcontractor in which the disclosing entity has a five percent or more interest;
4. Whether the individual or corporation with an ownership or control interest in the disclosing 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 individual or corporation with an ownership or control interest in any subcontractor in which the disclosing entity has a five percent 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 in which an owner of the disclosing 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.

5.19.2 When Information Shall Be Disclosed

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 35 calendar days after any change in ownership of the Contractor.

5.19.3 To Whom Information Shall Be Disclosed

All disclosures shall be provided to DOM, the State's designated Medicaid agency.

5.19.4 Federal Financial Participation

Federal Financial Participation (FFP) is not available in payments made to a disclosing entity that fails to disclose ownership or control information.

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5.19.5 Information Related to Business Transactions

The Contractor shall fully disclose all information related to business transactions. The Contractor shall submit, within 35 calendar days of the date on a request by the Secretary or DOM, full and complete information about:

1. The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than \$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 10-year period ending on the date of the request.

5.19.6 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 DOM 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;
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; and,
3. Is affiliated with another Contractor which 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.

5.19.7 DOM's Right of Refusal

DOM 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, or any affiliate 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, DOM may refuse to enter into or may terminate a Contractor agreement if it determines that the Contractor did not fully and accurately make any of the above required disclosures.

5.19.8 Additional Requirements of DOM and Contractors

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

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employee of the Contractor/subcontractor through routine checks of federal databases; and,

2. 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 shall notify DOM, Office of Program Integrity within two business days of discovery of any Contractor or Subcontractor owners or managing employees, network provider, or driver identified as a result of federal database checks and the action taken by the Contractor. Failure to disclose the required information accurately, timely, and in accordance with federal, state and Contract standards shall result in termination of this contract and/or liquidated damages.

5.20 Risk Management

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

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:

5.20.1 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.

5.20.2 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

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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 DOM certificates evidencing such insurance is in effect on the first business day following contract signing.

5.20.3 Cyber Liability Insurance

The Contractor will maintain sufficient cyber insurance to cover any and all losses, security breaches, privacy breaches, unauthorized distributions, or releases or uses of any data transferred to or accessed by Contractor under or as a result of this Contract.

This insurance shall provide sufficient coverage(s) for the Contractor and affected third parties for the review, repair, notification, remediation, and other response to such events, including but not limited to, breaches or similar incidents under Miss. Code Ann. § 75-24-29.

The Division of Medicaid (DOM) may, in its sole discretion, confer with the Mississippi Department of Insurance to review such coverage(s) prior to approving them as acceptable under this Contract.

The Contractor shall obtain modified coverage(s) as reasonably requested by DOM within ten calendar days of the Contractor's receipt of such request from DOM.

This insurance shall have a retroactive date that equals or precedes the effective date of this Contract. The Contractor shall maintain such coverage until the later of: (1) a minimum period of three years following termination or completion this Contract, or (2) until the Contractor has returned or destroyed all Confidential Information in its possession, care, custody or control, including any copies maintained for archival or record-keeping processes.

5.20.4 Financial Insurance

The Contractor must insure the risk 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 of Medicaid (DOM), or imposition of liquidated damages by DOM.

5.21 Confidentiality of Information

5.21.1 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 DOM and the written consent of the enrolled beneficiary, his attorney, or his responsible parent or guardian, except as may be required by DOM.

The use or disclosure of information concerning beneficiaries shall be limited to purposes directly connected with the administration of the contract. Access to DOM's data shall be

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limited to the minimum number of individuals within Contractor's organization necessary to achieve the purposes directly connected with 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 DOM of any unauthorized possession, use, knowledge or attempt thereof, of DOM's data files or other confidential information. The Contractor shall immediately furnish DOM 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 DOM and Contractor.

5.21.2 Release of 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 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 a public record and is subject to release by DOM pursuant to and in accordance with Miss. Code Ann. § 25-61-1, et seq. (1972, as amended).

The redacted copy shall be considered public record and immediately released, without notification, pursuant to any request under the Mississippi Public Records Act, Miss. Code Ann. §§25-61-1 et seq. and Miss. Code Ann. §79-23-1. Redacted copies shall also be used/released for any reason deemed necessary by DOM, including but not limited to, submission to the PPRB, posting to Transparency Mississippi website, etc.

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.

5.21.3 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.

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5.21.4 Transparency

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Annotated §§ 25-61-1 *et seq.* and Mississippi Code Annotated § 79-23-1. 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.* 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 vendor information or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes, will be redacted.

5.22 The 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 DOM for any loss of funds, resources, overpayments, duplicate payments or incorrect payments resulting from noncompliance by the Contractor, its staff, or agents, as revealed in any audit. 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.

5.22.1 Federal, State, and Local Taxes

Unless otherwise provided herein, the contract price shall include all applicable federal, state, and local taxes. The Contractor shall pay all taxes lawfully imposed upon it with respect to this contract or any product delivered in accordance herewith. DOM makes no representation whatsoever as to exemption from liability to any tax imposed by any governmental entity on the Contractor.

5.22.2 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.

5.22.3 Privacy/Security Compliance

The Contractor shall execute the Division of Medicaid’s (DOM’s) Business Associate Agreement (BAA) and any required Data Use Agreement (DUA) before or concurrent to contract execution. The BAA and DUA can be found on the Procurement Website at <https://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 the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended by the Genetic

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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 CFR 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.

Any IT solution proposed in response to this RFP shall be in compliance with the State of Mississippi's Enterprise Security Policy and the HIPAA Privacy and Security Rules. 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 of Mississippi 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 as requested. The Offeror or Contractor may request individual sections of the Enterprise Security Policy or request the entire document by contacting the Department of Information Technology Services (ITS) using the information at the following web site, <https://www.its.ms.gov/About/Pages/Helpdesk.aspx>. The HIPAA Privacy & Security Rules can be found at 45 CFR Parts 160 and 164.

Upon award, Contractor shall include a copy of their current Security Plan/Strategy. Due to the amount of Personal Protected Health Information handled by DOM, security is of the utmost importance. Contractor's Security Plan should specifically describe how the Contractor will ensure the security of DOM data, how they will keep abreast of current security threats, and assure ongoing security precautions are kept current. The Contractor shall provide a plan for how ongoing compliance with the State of Mississippi's Enterprise Security Policy and the HIPAA Privacy and Security Rules will be maintained.

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5.22.4 Site Rules and Regulations

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

5.22.5 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), Federal Executive Order 11738, and applicable United States Environmental Protection Agency (EPA) regulations 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 United States EPA Assistant Administrator for Enforcement.

5.22.6 Lobbying

The Contractor certifies, to the best of its knowledge and belief, that no federal appropriated funds have been paid or shall 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 shall 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 31 U.S.C. § 1352. Failure to file the required certification shall be subject to civil penalties for such failure.

5.22.7 Bribes and Kickbacks Prohibited

The receipt or solicitation of bribes 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.

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5.22.8 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.

The Contractor shall notify DOM, Office of Program Integrity within two business days if its suspension or debarment status changes. Failure to disclose the required information accurately, timely, and in accordance with federal, state and Contract standards shall result in termination of this contract and/or liquidated damages.

SECTION 6 How to Submit a Proposal: Format and Content Specifications

These instructions provide the content and format required for submission of this RFP. 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. As the proposals are received, the sealed proposals will be date-stamped and recorded by DOM. Any proposal received after the proposal submission deadline denoted in the Procurement Timetable will be rejected, will not be returned to the Offeror and shall become the property of DOM. 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 DOM after the time set for receipt or at any location other than that set forth below will be considered late and will not be considered for award.

Proposals must be submitted in writing to the Issuing Officer, Catherine Holland, at:

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

6.1 Proposal Formatting

Subject	Specifications
Paper Size	8.5" x 11" paper. Charts or graphs may be provided on legal-sized paper.
Font & Margins	Proposals must be typewritten using Times New Roman font type, font size 12, with standard half-inch margins. Appendices, as well as samples and templates required of the proposal, need not comply with font and margin restrictions.
Page Limit	There is no overall page limit for the proposal submission; however, some requirements are limited to a definite number of pages.
Pagination	All pages are to be sequentially numbered from beginning to end (do not number Proposal sections independently of each other).

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Proposal General Composition	<p>Non-separation or co-mingling of information of binders may be immediately rejected.</p> <p>Proposals shall be divided into three parts: Technical Proposal (Blind Evaluation), Cost Proposal (Blind Evaluation), and Management Proposal. Each part must be in a separate, durable three-ring binder, with components of the RFP clearly tabbed. Please note that the Business/Price Proposal shall be included as Tab 2 in the Management Proposal binder.</p> <p>The person designated to create the Register of Proposals shall create a list of all Offerors to present to the Evaluation Committee for conflict of interest certification purposes. This list shall only include the name of the offeror without any corresponding identifying information which would affect the blind evaluation of factors not requiring knowledge of the name of the offeror.</p> <p>Refer to Section 6.2 of this Proposal for identifying information.</p>
Package Contents and Labeling	<p>Proposals shall be submitted in durable, three-ring binders. Packages containing proposals shall be addressed to the Issuing Officer. The outside cover of the packages containing the Proposals shall be marked as the following:</p> <p>RFP# Technical Proposal (Blind Evaluation) (Name of Offeror)</p> <p>RFP# Cost Proposal (Blind Evaluation) (Name of Offeror)</p> <p>RFP# Management Proposal (Name of Offeror)</p> <p>The original Proposal shall be labeled “original” and each copy of the Proposal shall be labeled “copy.” The Technical Proposal (Blind Evaluation), Cost Proposal (Blind Evaluation), and Management Proposal must be packaged separately with each copy in its own package.</p>
Number of Hard Copies	<p>Submit one original hard copy of the Technical Proposal (Blind Evaluation) and eight identical copies of the original; one original hard copy of the Cost Proposal (Blind Evaluation) and eight identical copies of the original; and one original hard copy of the Management Proposal and eight identical copies of the original.</p> <p>The original hard copy must contain original signatures (signed in blue ink).</p>

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USB Flash Drive	<p>The Offeror must also submit one full, UNREDACTED copy of the proposal and one full, REDACTED version on a USB Flash Drive both in a single document in a searchable Microsoft Word or Adobe Acrobat (PDF) format. These full copies will be for the use and files of the Office of Procurement only. Files contained within the flash drive shall not be password protected or saved with restrictions that prevent copying, saving, highlighting, or reprinting of the contents. The blind evaluation proposals shall not contain any embedded links. The USB flash drives must be placed in the package with the original Proposal. The USB flashdrives must be compatible with Microsoft Office 2013 (or later) software.</p>
Request for Confidential Treatment and Redacted Copies	<p>Requests for confidential treatment of any information in a Proposal must meet these specifications:</p> <ul style="list-style-type: none">• The Offeror shall submit one complete paper copy of the Proposal from which confidential information has been redacted. This copy shall be clearly labeled on the cover as a “PUBLIC COPY”, and each page upon which confidential information appears shall be conspicuously marked as containing confidential information. The confidential material shall be redacted in such a way as to allow the public to determine the general nature of the material removed. To the extent possible, pages should be redacted sentence by sentence unless all material on a page is clearly confidential under the law. The Offeror shall not identify the entire Proposal as confidential.• The Business/Price Proposal will be part of the ultimate contract entered into with the successful Offeror. Pricing information may not be designated as confidential material; however, Business/Price Proposal supporting materials may be marked confidential if consistent with applicable law.• The Offeror shall submit a USB flash drive containing an electronic copy of the Proposal from which confidential information has been redacted. This USB flash drive shall be clearly marked as “PUBLIC COPY”. Redacted copies shall also be used/released for any reason deemed necessary by DOM, including but not limited to, submission to the Public Procurement Review Board (PPRB), posting to the Transparency Mississippi website, Mississippi Public Records Act, etc.

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Registration as State of Mississippi Supplier	Registering as a supplier with the State of Mississippi allows businesses to register for upcoming RFx # opportunity notifications by the products they supply, search the system for upcoming RFxs, respond to a RFx # electronically, and receive purchase orders by email. To register, please go to the following website: http://www.dfa.ms.gov/dfa-offices/mmrs/mississippi-suppliers-vendors/supplier-self-service/ .
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6.2 No Identifying Information

The Offeror is responsible for ensuring that the sealed Technical Proposal and Cost Proposal have no identifying information as defined in Section 6.2.1 of this subsection. If this requirement is not followed, then the Offeror may be immediately rejected as non-responsive. As a precautionary measure, DOM will review the proposals for any additional identifying information prior to distribution to the evaluation committee for the evaluation process. DOM reserves the right to remove identifying information found in the Proposals if the removal of the information will not affect the substance of the submission. Both the removal of identifying information and the decision as to whether a Proposal including identifying information may proceed in the bidding process will be made at DOM's discretion. DOM will not be responsible for any identifying information discovered during the evaluation process. Should identifying information be discovered by the evaluation committee, the proposal will be rejected as non-responsive.

6.2.1 Identifying Information

Identifying information is defined by Rule 3-203.12 of the Public Procurement Review Board (PPRB) Rules and Regulations as the following:

“Identifying information includes, but is not limited to, any prior, current and future names or addresses of the offeror, any names of incumbent staff, any prior, current and future logos, watermarks, and company colors, any information, which identifies the offeror as an incumbent, and any other information, which would affect the blind evaluation of technical or cost factors.”

The Division of Medicaid (DOM) defines “any other information” as information, including but not limited to, names of parent or umbrella companies with which the Offeror is associated, listing(s) of current and past State Medicaid contracts including dates of service, current or past provider lists in the State of Mississippi, and specific details describing the Offeror's history in working with the State of Mississippi. Subcontractor identifying information must also be excluded.

Not included in the definition of “any other information” are policies, procedures, standards, guidelines, and other practices that the Offeror uses in the delivery of services. Description

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of these details are integral to the DOM's ability to assess all Offers and are expected to make up the bulk of the Proposal.

6.2.2 Without Identifying Information (Blind Evaluation)

Without identifying information also referred to as Blind Evaluation in this Proposal has the meaning of being without identifying information to which an evaluator would be incapable of determining the identity of the Offeror.

6.3 Separation of Proposals

The Proposal must include the following:

1. Transmittal Letter – This will be Tab 1 of the Management Proposal Binder
2. Technical Proposal (Blind Evaluation)
 - a. Executive Summary (Blind Evaluation);
 - b. Methodology (Blind Evaluation)
 - c. Work Plan and Schedule (Blind Evaluation)
3. Cost Proposal (Blind Evaluation)
 - a. Financial Disclosure Information (Blind Evaluation);
4. Management Proposal
 - a. Corporate Background, Ownership, and Experience (see Ownership in Section 5.19 of the RFQ);
 - b. Organization and Staffing;
 - c. Management and Control; and,
5. Business/Price Proposal – This will be Tab 2 of the Management Proposal Binder

Items to be included under each section of these proposal headings are identified in the paragraphs below. Each section within the proposal should include all items listed below. The evaluation of proposals will be done on a section-by-section basis. Proposals shall be separated into three separate binders: Technical Proposals (Blind Evaluation), Cost Proposal (Blind Evaluation), and Management Proposal. The Division of Medicaid requests that within each binder the Offeror follows the order of each section as identified above. In the Technical and Cost Proposal, please include tabs for each section and note that the sections that are not part of the blind evaluation may be found in the Management Proposal. In the Management Proposal, the offeror should include tabs for each section

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and note that the blind evaluation sections may be found in the Technical and Cost Proposals. The Business/Price Proposal will be Tab 2 of the Management Proposal binder.

As a Reminder, the Technical and Cost Proposals shall have no identifying information as defined in 6.2.1 of this section.

6.4 Proposal Content

6.4.1 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. The Transmittal Letter shall be included as Tab 1 of the Management Proposal binder. This is to ensure separation of blind evaluation material. 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 as prescribed by Mississippi law and the Mississippi Secretary of State and providing their corporate charter number to work in Mississippi, if applicable; or, if not already registered, that it will do so within seven business days of being notified by DOM’s Office of Procurement that it has been awarded a contract.
3. A statement identifying the Offeror’s Federal tax identification number;
4. 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;
5. A statement confirming that the Offeror has not been sanctioned by a state or federal government within the last 10 years;
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. All experience provided will be considered.
8. A statement identifying any prior project where the Offeror was terminated prior to the end of the Contract period;

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9. 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;
10. 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;
11. 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 (Gratuities) of the *Mississippi Public Procurement Review Board Office of Personal Service Contract Review Rules and Regulations*;
12. 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;
13. A statement that the Offeror agrees to the language of DOM's BAA and DUA without expectation of negotiation and that subcontractors will be required to execute an identical BAA and DUA when required;
14. A statement that no pricing information has been included in this letter or any part of the technical proposal;
15. A statement identifying by number and date all amendments to this RFP issued by DOM which have been received by the Offeror. If no amendments have been received, a statement to that effect should be included;
16. A statement that the Offeror has read, understands and agrees to all provisions of this RFP without reservation and without expectation of negotiation and is able to provide each required component and deliverable as detailed in the Scope of Services.
17. Certification that the Offeror's proposal will be firm and binding for 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 (Appendix D) (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 E) 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 services to be performed by the Subcontractor(s);

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- a. **Subcontract:** An agreement between the Contractor and a third party, including the Contractor's parent company or any subsidiary corporation owned by the Contractor's parent company, or between the third party and a fourth party, or between any subsequent parties, to perform part or all of the selected Contractor's responsibilities under the Mississippi Division of Medicaid Pharmacy Combined Contract. Subcontracts must be approved in writing by DOM prior to the start date of the agreement.
 - b. **Subcontractor:** Any party that has entered into a subcontract to perform a specific part of the obligations specified under the Mississippi Division of Medicaid Pharmacy Combined Contract. A Network Provider is not a Subcontractor by virtue of the Network Provider Agreement with the Contractor.
- 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 DOM; and
 - 25. If the proposal deviates from the detailed specifications and requirements of the RFP, the transmittal letter shall identify and explain these deviations. DOM reserves the right to reject any proposal containing such deviations or to require modifications before acceptance.
 - 26. The Offeror must agree to perform its obligations under the contract in a manner that is consistent with any current, revised, or amended DOM State Plan and policies, federal laws, or state laws during the contract period, and shall agree to execute any contract amendments required to affect such revisions or amendments to DOM policies, federal laws, or state laws.

6.4.2 Technical Proposal (Blind Evaluation)

The Technical Proposal shall have no identifying information as defined in 6.2.1 of this section.

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6.4.2.1 Executive Summary (Blind Evaluation)

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 objectives and expectations of this RFP.

The Executive Summary should be no more than five single-spaced typed pages in length.

6.4.2.2 Methodology (Blind Evaluation)

The Methodology Section should describe the Offeror's approach to providing the services described in the Scope of Services, Section 2, of the RFP. This Section should contain a comprehensive description of the proposed work plan and specify how it will improve clinical quality, promote beneficiary and provider satisfaction, and achieve savings for the State. The narrative descriptions within this Section must include the following:

1. The description shall encompass the requirements of this RFP as outlined in Scope of Services.
2. The section must describe the methodology to be followed in accomplishing each requirement outlined in the Scope of Services in sufficient detail to demonstrate the Offeror's direction and understanding of this RFP.
3. The section must include a high-level project plan for the project. This project plan must be at the level of major tasks and milestones and be submitted to DOM.
4. The section must summarize how DOM staff will be used as resources in this project. It is DOM's preference that DOM staff be included in all aspects of the engagement.
5. The section should include information about past performance results and a plan for evaluating the proposed project.

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6.4.2.3 Work Plan and Schedule (Blind Evaluation)

The Work Plan and Schedule must include a detailed work plan broken down by tasks and subtasks and a schedule for the performance of each task included in each phase of the contract. The schedule should allow 15 business days for DOM approval of each submission or re-submission of each individual deliverable, unless another time frame has been specified for a particular deliverable in other sections of this RFP. 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. Resource-weeks of effort for each task or subtask, showing the Offeror's resource and DOM resource 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 15 business days review time by DOM.

6.4.3 Cost Proposal – Financial Disclosure Information (Blind Evaluation)

The Cost Proposal shall include audited financial statements for the contracting entity for each of the last three years, including, at a minimum:

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

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

6.4.4 Management Proposal

The Evaluation Committee will review each Offeror's Management Proposal in order to determine if the Offeror sufficiently addresses all of the RFP requirements.

6.4.4.1 Corporate Background, Ownership Disclosure, and Experience

6.4.4.1.1 Corporate Background

The Corporate Background shall include for the Offeror, for the most recent three years, details of the background of the company, its size and resources, and a list of all current or recent Medicaid or related projects. The time frame to be covered should begin, at a minimum, in January 2018 through present date. 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. Type of Ownership (e.g.: public company, partnership, subsidiary);
5. Total number of employees;
6. Number of personnel currently engaged in project operations;
7. Computer resources;
8. Performance history and reputation;
9. Current products and services; and
10. Professional accreditations pertinent to the services provided by this RFP.

6.4.4.1.2 Ownership Disclosure

1. The Offeror shall provide to DOM the following ownership disclosure information upon submitting a proposal.

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- a. The name and address of any individual or corporation with an ownership or control interest in the disclosing entity. The address for corporate entities shall include as applicable primary business, every business location, and P.O. Box address;
 - b. Date of birth and Social Security Number (in the case of an individual);
 - c. Other tax identification number (in the case of a corporation) with an ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has a five percent or more interest;
 - d. Whether the individual or corporation with an ownership or control interest in the disclosing 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 individual or corporation with an ownership or control interest in any subcontractor in which the disclosing entity has a five percent or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling;
 - e. The name of any other disclosing entity in which an owner of the disclosing entity has an ownership or control interest; and,
 - f. The name, address, date of birth, and Social Security Number of any managing employee of the disclosing entity.
2. The Offeror shall provide to DOM the following information related to business transactions upon submitting a proposal.
 - a. The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than \$25,000.00 during the 12-month period ending on the date of the request; and,
 - b. Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the five-year period ending on the date of the request.
3. The Offeror shall provide to DOM the identity of any person who:
 - a. Has ownership or control interest in the Contractor, or is an agent or managing employee of the Contractor; and
 - b. 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;

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- c. Is affiliated with another Contractor which 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.

6.4.4.1.3 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 corporate references are required for this type of experience. DOM will check references during the evaluation process at its option. Each reference shall include the client's name and address and the current telephone number of the client's responsible project administrator or of a senior official of the client who is familiar with the Offeror's performance and who may be contacted by DOM during the evaluation process. DOM reserves the right to contact officials of the client other than those indicated by the Offeror. 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. Publicly funded contract cost; and,
8. Any contractual terminations or non-renewals within the past five years.
9. Direct Contact for client (see Appendix C).

Offeror may submit as many references as desired by submitting as many additional copies of Appendix C, 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. DOM staff must be able

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to contact three references within three business days of proposal due date for scoring purposes.

6.4.4.2 Organization and Staffing

The Organization and Staffing Section shall include project team organization, charts of proposed personnel and positions, job descriptions of key personnel and résumés of all management and key personnel as required in this RFP.

The Offeror shall:

1. Provide experience and qualifications of each staff person proposed to work on this project;
2. Describe how the Offeror will train, educate, and supervise staff regarding this project. Also, indicate if staff shall be wholly dedicated to the associated contract or if the staff member is shared;
3. Describe how the Offeror will ensure inter-rater reliability among its staff for this project; 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 project.
5. Organization and staffing during each phase as described in the RFP;
6. Full-time, part-time, and temporary status of all employees.
7. 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.

A. 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 in the type of services to be provided by this RFP;
- 4) Relevant education and training, including college degrees, dates of completion, and institution name and address; and,

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- 5) Names, positions, current addresses, and current phone numbers of a minimum of three persons who can give information on the individual's experience and competence. Current DOM staff shall not be submitted for any reference for the above requirements.
- B. In addition to the resume requirements listed above, resumes 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 project management responsibilities will be assigned to more than one individual during the project (i.e., management may be changed following implementation), resumes 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.

8. Responsibilities

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

9. Backup Personnel Plan

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

6.4.4.4 Management and Control

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

1. Project management approach;

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2. Project control approach - Offeror's approach to the management of the project and ability to keep the project on target and to ensure that the requested services are provided;
3. Manpower and time estimating methods - Offeror's control of the project to ensure that all requests are being met and that the Offeror is able to identify and resolve problems which occur;
4. Sign-off procedures for completion of all deliverables and major activities - Offeror's plans to comply with the reporting requirements of the contract, including the provision of status reports to DOM, and whether the reports are appropriate and sufficient to keep DOM informed of all aspects of the implementation and operation of the project;;
5. Management of performance standards, milestones, and/or deliverables - Offeror's understanding of the importance of interacting with DOM management staff and presenting a plan to do so appropriately;
6. Assessment of project risks and approach to managing them;
7. Anticipated problem areas and the approach to management of these areas, including loss of key personnel and loss of technical personnel;
8. Internal quality control monitoring;
9. Approach to problem identification and resolution;
10. Project status reporting, including examples of types of reports; and
11. Approach to DOM's interaction with contract management staff.

6.4.5 Business/Price Proposal

The Business/Price Proposal shall be included as the Tab 2 of the Management Proposal binder. This is to ensure separation of blind evaluation material. The Business Proposal shall include only the following:

1. Appendix A – Budget Summary - A detailed worksheet by line item of all costs as it pertains to the Contractor Responsibilities and Deliverables as found in Section 2.0 of the RFP. The detailed worksheet must include a breakdown of cost for each of the three components within this RFP.
2. Additional pricing schedules to adequately explain method of cost determination including all assumptions (i.e. service or enrollment volume assumptions).
3. Each pricing schedule must be signed and dated by an authorized corporate official.

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4. All proposals submitted by corporations shall contain certification by the secretary or other appropriate corporate official, other than the signer of the corporate proposal, that the corporate official signing the corporate proposal has the authority to obligate and bind the corporation to the terms, conditions and provisions of the proposal.

Proposals received that do not include the above items may be rejected at the discretion of DOM.

Proposals that contain any material other than the above may be rejected at the discretion of DOM.

All Offerors must certify in the transmittal letter that their offer shall be binding upon the Offeror for a period of 180 calendar days following the proposal due date. Pricing will be considered as a separate criteria of the overall bid package.

Offerors shall propose a firm fixed price for each of the requirements contained on the budget summary (Appendix A).

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

SECTION 7 EVALUATION

7.1. Evaluation of Proposals

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

A standard evaluation form will be utilized by the Evaluation Committee to ensure consistency in evaluation criteria. However, DOM 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 which shall be comprised of a technical, cost, and management 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 six phases. The Procurement Officer will determine if the offeror is responsive to the proposal request. The Technical Proposal Evaluation will be completed in Phase Two. The Cost Proposal Evaluation will be completed in Phase Three. The

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Management Proposal Evaluation will be completed in Phase Four. The Business/Price Proposal Evaluation will be completed in Phase Five. In Phase Six, the Procurement Officer will compile the results of the technical, cost, management, and business/price evaluations and make a recommendation to the Executive Director of DOM based on the results of the evaluation. The award decision will be made by the Executive Director.

7.1.1 Phase I - Evaluation of Offerors' Response to RFP and Transmittal Letter (Pass/Fail)

The Procurement Officer reviews each proposal and transmittal letter to determine responsiveness. A responsive Offeror conforms in all material respects to the RFP, including redaction of identifying information as defined in Section 6.2, and meets minimum qualifications. 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 Procurement Officer will determine if an incomplete proposal is sufficiently responsive to continue in the evaluation process. If necessary, the Procurement Officer may request clarifications from the Offeror(s) at any time in the Evaluation Process.

Weight/Percentage – Pass/Fail

Proposal Section	Maximum Score
Transmittal Letter	Pass/Fail

7.1.2 Phase II - Evaluation of Technical Proposal (40pts/40%)

Only those proposals which meet the requirements in of being responsive will be considered for the Technical Proposal evaluations.

Any Technical Proposal that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by DOM. DOM reserves the right to waive minor variances or reject any or all proposals. In addition, DOM reserves the right to request clarifications from Offerors.

The Evaluation Committee will review each Offeror's Technical 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.

Oral presentations will not be held for this procurement.

Weight/Percentage 40pts/40%

Proposal Section	Maximum Score
Executive Summary/Understanding of Project	2pts/2%
Methodology	30pts/30%

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Proposal Section	Maximum Score
Work Plan and Schedule	8pts/8%

7.1.2.1 Executive Summary/Understanding of Project

The Evaluation Committee will review the Executive Summary to determine if it provides all information required in Section 6.4.2.1 of this RFP and is five pages or less in length.

7.1.2.2 Methodology

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 6.4.2.2 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.

7.1.2.3 Work Plan and Schedule

The Evaluation Committee will review and evaluate the work plan and schedule to determine if all tasks are included from Section 6.4.2.3 of this RFP, and if, for each task, a timeline and an identification of staff positions 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 accomplishment.

7.1.3 Phase III – Evaluation of Cost Proposal

7.1.3.1 Audited Financials

The Evaluation Committee will review and evaluate the Offeror's audited financial statements for the past three years.

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Weight/Percentage 1pt/1%

Proposal Section	Maximum Score
Cost Proposal	1pt/1%

7.1.4 Phase IV – Evaluation of Management Proposal (24pts/24%)

7.1.4.1 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), timelines, 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. The committee will evaluate the explanation of the Offeror regarding the relationship between the Offeror and the Project Manager to determine if they will have sufficient autonomy to make management decisions to improve the Offeror's delivery of services to DOM.

7.1.4.2 Management and Control

The Evaluation Committee will evaluate the Offeror's proposal to determine if all of the elements required by Section 6.4.4.4 of the RFP are addressed. Specifically, the committee will evaluate:

1. Offeror's approach to the management of the project and ability to keep the project on target and to ensure that the requested services are provided;
2. Offeror's control of the project 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 project 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 DOM, and whether the reports are appropriate and sufficient to keep DOM informed of all aspects of the implementation and operation of the project; and
5. Offeror's understanding of the importance of interacting with DOM management staff and presenting a plan to do so appropriately.

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7.1.4.3 Corporate Background, Ownership, 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 Committee will also evaluate ownership information as referenced in Section 5.19 and Section 6.4.4.1.2. The evaluation criteria for corporate background and experience 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 five years.
7. Relevant experience that indicates your organizational qualifications for the performance of the potential contract.

Weight/Percentage 24pts/24%

Proposal Section	Maximum Score
Organization and Staffing	8pts/8%
Management and Control	8pts/8%
Corporate Background/Ownership/Experience	8pts/8%

7.1.3 Phase V - Evaluation of Business/Price Proposal (35 points)

Only those proposals that satisfactorily completed Phase Two will be considered for Phase Three. DOM reserves the right to waive minor variances or reject any or all proposals.

Any bid price determined by DOM to be unrealistically or unreasonably low may not be considered acceptable, as such a proposal has a high probability of not being accomplished for the cost proposed. The Offeror may be required to produce additional documentation to authenticate the proposal price.

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The maximum 35 points will be assigned to the lowest and best acceptable proposal. All other proposals will be assigned points based on the following formula:

$$\frac{X}{Y} * 35 = Z$$

X = Lowest bid price

Y = Offeror's bid price

Z = Assigned points

Proposal Section	Maximum Score
Price	35

7.1.4 Phase VI – Selection and Award

After the evaluation committee has completed the evaluation of the proposals, a summary report including all evaluations will be submitted to the Executive Director of DOM. The Executive Director will make the final decision regarding the winning proposal and will authorize the issuance of the Notice of Intent to Award.

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Appendix A: Budget Summary

Section 6.0 addresses submission of the Budget Summary. Failure to follow the submittal instructions will immediately disqualify the Offeror. Operation Cost should not include any Implementation Cost.

Budget Summary PDL, SR, Rate Setting of Covered Outpatient Drugs, and Programmatic Review and Assessment of Core Components RFP# 20210813				
Name of Offeror:				
Implementation Cost:				
Service	Contract Term 6/1/22 – 5/31/2025	Renewal Year 1 6/1/2025 – 5/31/2026	Renewal Year 2 6/1/2026 – 5/31/2027	Total
Operation Cost				
Total Contract Cost				
1. Offerors must provide, as an attachment to the Budget Summary, a detailed worksheet by line item of all cost as it pertains to the Contractor responsibilities outlined in Section 2.0 of this RFP. The detailed worksheet must include a breakdown of cost for each of the three components within this RFP.				
I certify that I am legally obligating the above named Offeror to the conditions of this contract.				
Signature:				
Printed Name:				

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Appendix B: Standard File Layouts

Component I -PDL & SR Vendor Interface Files

PDL Update Interface - *The PDL Update Interface File is sent to the FA by the PDL vendor and processed every Monday night at 8:00 PM. The FA, in turn, will push this out to the managed care plans.*

```
01  W1R40631-R-PREF-DRUG-LIST.
    05  W1R40631-R-DRUG-CD          PIC X(11) .
    05  W1R40631-R-PREF-LIST-IND    PIC X(01) .
    05  W1R40631-R-PREF-LIST-BEG-DT PIC X(10) .
    05  FILLER                      PIC X(28) .
```

PDL Vendor Daily Claims Extract File - *This is the file extract that the FA sends to the PDL/SR vendor. The Claims Extract File is created daily around 1:00 AM with the previous day's claims.*

```
01  MS27100A-CLAIMS-EXTRACT-REC.
    05  OUT-REC-TRAILER-IND.
        10  OUT-C-HDR-ID-CD          PIC X(02) .
        10  OUT-C-HDR-ADJ-RSN-CD     PIC X(03) .
    05  OUT-C-HDR-STAT-CD            PIC X(01) .
    05  OUT-C-TCN-NUM                PIC X(17) .
    05  OUT-C-TCN-NUM-NUM REDEFINES OUT-C-TCN-NUM
                                   PIC 9(17) .
    05  OUT-C-HDR-ADJUD-DT           PIC X(08) .
    05  OUT-C-HDR-PD-DT              PIC X(08) .
    05  OUT-P-PRSC-ALT-ID            PIC X(15) .
    05  OUT-P-PRSC-ALT-ID-CD         PIC X(02) .
    05  OUT-P-SVC-PHARM-ALT-ID       PIC X(15) .
    05  OUT-P-SVC-PH-ALT-ID-CD       PIC X(02) .
    05  OUT-C-HDR-SVC-FST-DT         PIC X(08) .
    05  OUT-C-TOT-REIMB-AMT          PIC 9(11)V9(02) .
    05  OUT-C-TOT-TPL-AMT            PIC 9(11)V9(02) .
    05  OUT-C-TOT-CHRG-AMT           PIC 9(11)V9(02) .
    05  OUT-C-HDR-ALLOW-AMT         PIC 9(11)V9(02) .
    05  OUT-B-CRDHLDR-ALT-ID         PIC X(20) .
```

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05	OUT-B-CRDHLD-ALT-ID-CD	PIC X(02) .
05	OUT-R-DRUG-CD	PIC X(11) .
05	OUT-C-DRUG-GEN-CD-NUM	PIC 9(05) .
05	OUT-R-DRUG-GCN-SEQ-NUM	PIC 9(06) .
05	OUT-C-LI-PD-QTY-AMT	PIC 9(10)V9(03) .
05	OUT-C-RX-SVC-REF-NUM	PIC 9(12) .
05	OUT-C-RX-REFILL-NUM	PIC 9(04) .
05	OUT-C-PD-DAYS-SPLY-AMT	PIC 9(03) .
05	OUT-C-DAW-CD	PIC X(01) .
05	OUT-C-DISP-FEE-AMT	PIC 9(11)V9(02) .
05	FILLER	PIC X(10) VALUE SPACES .
05	OUT-R-CLM-EXC-CD-GROUP	PIC X(100) .
05	OUT-R-CLM-EXC-CD-DATA	REDEFINES OUT-R-CLM-EXC-CD-GROUP
		OCCURS 25 TIMES
		INDEXED BY OUT-R-CLM-EXC-IDX .
10	OUT-R-CLM-EXC-CD	PIC X(04) .
05	OUT-C-REPLCD-TCN-NUM	PIC X(17) .
05	OUT-C-REPLCMT-TCN-NUM	PIC X(17) .
05	OUT-R-PLAN-ID	PIC X(03) .
05	OUT-R-CUST-PART-NUM	PIC 9(04) .
05	OUT-C-HDR-TXN-TY-CD	PIC X(01) .
05	OUT-A-ID	PIC 9(11) .
05	OUT-C-LI-NUM-1	PIC 9(02) .
05	OUT-C-REIMB-STAT-CD	PIC X(01) .
05	OUT-C-DRUG-PRESCR-DT	PIC X(08) .
05	OUT-C-BAT-MED-SRC-CD	PIC X(01) .
05	OUT-C-BSE-AMT-SRC-CD	PIC X(02) .
05	OUT-C-DRUG-SLS-TAX-AMT	PIC 9(07)V9(02) .
05	OUT-C-HDR-DRUG-DED-AMT	PIC 9(11)V9(02) .
05	OUT-C-LI-ING-ALLOW-AMT	PIC 9(09)V9(02) .
05	OUT-C-LI-REIMB-AMT	PIC 9(09)V9(02) .
05	OUT-C-SUBM-ING-CST-AMT	PIC 9(09)V9(02) .

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05	OUT-C-TOT-COPAY-AMT	PIC 9(11)V9(02) .
05	OUT-R-DRUG-GEN-PRD-CD	PIC X(01) .
05	OUT-R-DRUG-GENR-IND	PIC X(01) .
05	OUT-C-LI-NUM-2	PIC 9(02) .
05	OUT-R-GENR-AVAIL-IND	PIC X(01) .
05	OUT-J-CLM-NUM	PIC X(15) .
05	OUT-C-PAT-DAW-DIF-AMT	PIC 9(11)V9(02) .
05	OUT-A-PA-EXMPT-CD	PIC X(01) .
05	OUT-C-LVL-OF-SVC-CD	PIC X(02) .
05	OUT-C-DRUG-CMPND-CD	PIC X(01) .
05	OUT-C-PRGNCY-IND	PIC X(01) .
05	OUT-C-BRAND-GENERIC	PIC X(01) .
05	OUT-C-PRSC-PROV-ID	PIC X(09) .
05	OUT-C-BLNG-PROV-ID	PIC X(09) .
05	OUT-C-PHARM-340B-IND	PIC X(01) .
05	OUT-C-PHARM-TYPE	PIC X(03) .
05	OUT-R-DRUG-CLS-CD	PIC X(01) .
05	OUT-R-DRUG-MAINT-IND	PIC X(01) .
05	OUT-C-PAT-LOC-CD	PIC X(04) .
05	OUT-B-GENDER-CD	PIC X(01) .
05	OUT-B-DOB-DT	PIC X(08) .
05	OUT-C-DRUG-IFACE-TY-CD	PIC X(01) .
05	OUT-C-IFACE-CLM-CR-CD	PIC X(17) .
05	OUT-R-RSN-FOR-SVC-CD	PIC X(02) .
05	OUT-C-DUR-PPS-CD	PIC X(02) .
05	OUT-C-DUR-RSLT-SVC-CD	PIC X(02) .
05	OUT-C-DRUG-RX-OVRRD-CD	PIC X(02) .
05	OUT-C-DRUG-RX-OVRD1-CD	PIC X(02) .
05	OUT-C-DRUG-RX-OVRD2-CD	PIC X(02) .
05	OUT-C-OTHR-INSR-IND	PIC 9(04) .
05	OUT-C-PYR-HIERARCHY-CD	PIC X(02) .
05	OUT-C-ELIG-OVRRD-IND	PIC X(01) .

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```
05  FILLER                                PIC X(03)  VALUE SPACES.
05  OUT-R-DIAG-CD-GROUP                   PIC X(50) .
05  OUT-R-DIAG-CD-DATA REDEFINES OUT-R-DIAG-CD-GROUP
                                     OCCURS 5 TIMES
                                     INDEXED BY OUT-R-DIAG-CD-IDX.
    10  OUT-R-DIAG-CD                     PIC X(10) .
05  OUT-R-CLM-REJ-CD-GROUP                 PIC X(75) .
05  OUT-R-CLM-REJ-CD-DATA REDEFINES OUT-R-CLM-REJ-CD-GROUP
                                     OCCURS 25 TIMES
                                     INDEXED BY OUT-R-CLM-REJ-IDX.
    10  OUT-R-CLM-ADJUD-REJ-CD            PIC X(03) .
05  OUT-R-RSN-FOR-SVC-CD-REL              PIC X(02) .
05  OUT-R-DRUG-MAC-IND                    PIC X(01) .
05  FILLER                                PIC X(95)  VALUE SPACES.
```

PDL Vendor Weekly Claims Extract File - *The Claims Extract File is created by the Fiscal agent (on a weekly frequency) on Saturday morning around 2:30 AM with the previous week's claims.*

```
01  WW-100-DRAM-EXTRACT-REC.
05  WW-100-FIRST-CHAR                     PIC X(01) .
05  WW-100-TRANS-CNTRL-NUM-GRP           PIC X(20) .
05  WW-100-TRANS-CNTRL-NUM-GRP-RDF      REDEFINES
    WW-100-TRANS-CNTRL-NUM-GRP.
    10  FILLER                            PIC X(05) .
    10  WW-100-CCO                        PIC X(01) .
        88  WW-100-ENCOUNTER-88          VALUE '5' .
    10  FILLER                            PIC X(11) .
05  WW-100-PROV-NUMBER                   PIC X(20) .
05  WW-100-LABELER-CODE                  PIC X(05) .
05  WW-100-PRODUCT-CODE                  PIC X(04) .
05  WW-100-PACKAGE-SIZE                   PIC X(02) .
05  FILLER                               PIC X(16) .
05  WW-100-RECIP-FIRST-NAME              PIC X(30) .
05  WW-100-RECIP-LAST-NAME               PIC X(30) .
```

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05	WW-100-RECIP-MIDDLE-INIT	PIC X(01) .
05	WW-100-RECIP-AGE	PIC X(03) .
05	WW-100-RECIP-SEX-CODE	PIC X(01) .
05	WW-100-PRESCRIPTION-NUMBER	PIC X(20) .
05	WW-100-FIRST-DATE-OF-SVC	PIC X(10) .
05	WW-100-DATE-PAID	PIC X(10) .
05	WW-100-DISPENSE-AS-WRITTEN	PIC X(01) .
05	WW-100-LONG-TERM-COVG-IND	PIC X(01) .
05	WW-100-DAYS-SUPPLIED	PIC X(03) .
05	WW-100-CLM-BILL-UOS-QTY	PIC X(14) .
05	WW-100-TOTAL-CLAIM-CHARGE	PIC X(13) .
05	WW-100-ALLOWED-CHARGE	PIC X(12) .
05	WW-100-TPL-AMOUNT	PIC X(13) .
05	WW-100-CO-PAYMENT-AMOUNT	PIC X(13) .
05	WW-100-REIMBURSEMENT-AMOUNT	PIC X(13) .
05	WW-100-CLM-ACCT-CD	PIC X(01) .
05	WW-100-TCN-TO-CREDIT	PIC X(20) .
05	FILLER	PIC X(02) .
05	WW-100-REFILL-INDICATOR	PIC X(04) .
05	FILLER	PIC X(09) .
05	WW-100-CLIENT-ID	PIC X(10) .
05	WW-100-GROUP-ID	PIC X(10) .
05	WW-100-PLAN-ID	PIC X(10) .
05	WW-100-ALLOWED-INGRED-COST	PIC X(15) .
05	WW-100-DISPENSING-FEE	PIC X(15) .
05	WW-100-PATIENT-ID.	
10	WW-100-RECIP-CARDHOLDER-ID	PIC X(20) .
10	WW-100-RECIP-MEMBER-NUMBER	PIC X(04) .
05	WW-100-CLAIM-STATUS	PIC X(01) .
05	WW-100-DEDUCTIBLE-AMT	PIC X(13) .
05	WW-100-BASIS-REIMBURSEMENT	PIC X(02) .
05	WW-100-340B-CLM-IND	PIC X(01) .

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05	WW-100-LINE-NUMBER	PIC 9(04) .
05	WW-100-COMPOUND-CD	PIC X(01) .
05	WW-100-PROCEDURE-CD	PIC X(10) .
05	FILLER	PIC X(75) .
05	WW-100-PROV-ID-TY-CD	PIC X(02) .
05	FILLER	PIC X(130) .
05	WW-100-PRESCRIBER-NUMBER	PIC X(20) .

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The files below are sent to PDL vendor weekly by the Fiscal agent (typically on Saturday mornings around 8:30 AM):

POS Reference Subsystem

Interface Specification

Output File Layout

PDL Vendor /System List Interface

Description: The system list extract contains information from the following three System Lists: 3300, 3350 and 3501. This extract is sent to PDL vendor on a weekly basis, every Saturday.
Source Files: FTP File sent to Change Healthcare. MSRX.PROD.RW0624A.GSLDTL.ZIP
Target Tables: G_LIST_DTL_TB
Reports: N/A
Remarks: N/A

```
* DCLGEN TABLE(G_LIST_DTL_TB) *
* LIBRARY(MSRX.STAGE.DCLGEN(GSLDTLTB)) *
* ACTION(REPLACE) *
* LANGUAGE(COBOL) *
* NAMES(GSLDTLTB-) *
* STRUCTURE(G-LIST-DTL-TB) *
* QUOTE *
* COLSUFFIX(YES) *
* ... IS THE DCLGEN COMMAND THAT MADE THE FOLLOWING STATEMENTS *
```

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```
EXEC SQL DECLARE G_LIST_DTL_TB TABLE
( R_CUST_PART_NUM          SMALLINT NOT NULL,
  G_LIST_SUBSYS_CD         CHAR(1) NOT NULL,
  G_LIST_NUM               CHAR(4) NOT NULL,
  G_LIST_EFF_STRT_DT       DATE NOT NULL,
  G_LIST_STRT_LMT          CHAR(15) NOT NULL,
  G_LIST_END_LMT           CHAR(15) NOT NULL,
  G_LIST_EFF_END_DT        DATE NOT NULL,
  G_AUD_USER_ID            CHAR(8) NOT NULL,
  G_AUD_TS                 TIMESTAMP NOT NULL,
  G_LIST_DESC_TY_CD        CHAR(1) NOT NULL
) END-EXEC.
```

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POS Reference Subsystem

Interface Exhibit

Output File Layout

PDL Vendor /System List Interface

Source Field	Source Column	Target File	Std Edit	Req	Def	Specifications	Note/Ref
G_LIST_NUM	G_LIST_DTL_TB	SYS-LIST		A			
G_LIST_EFF_STRT_DT	G_LIST_DTL_TB	BEG-DATE		A			
G_LIST_STRT_LMT	G_LIST_DTL_TB	NDC-BEG-SPAN		A			
G_LIST_END_LMT	G_LIST_DTL_TB	NDC-END-SPAN		A			
G_LIST_EFF_END_DT	G_LIST_DTL_TB	END-DATE		A			

Legend

For Prot and Req:	A = Always	For Std Edits:	D = Date Edit
	C = Conditionally		N = Numeric Edits
	N = Never		V = Valid Value Edit
			S = System Generated

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Rebate Extracts

Weekly EXTRACTS sent to FA Rebate System and Supplemental Rebate Administrator: (Note: the Client, Group, Plan extract names represented previous Fiscal agent nomenclature. Names are subject to change due to incoming Fiscal agent file nomenclature.)

- Rebate Drug Extract
- Rebate Drug Price Extract
- Rebate THRA Class Extract
- Rebate Client Extract
- Rebate Group Client Extract
- Rebate Group Plan Extract
- Rebate Provider Extract
- Rebate CLAIM Extract

Rebate DRUG Extract:

Rebate EXTRACT	PDCS X2 DB2	NEW
TB / FILE NAME	COLUMN NAME	PIC
RDDRUGTB / mmisdrug.txt, mmisdrug.trl	R_DRUG_CD	X(5)
	R_DRUG_NAM	X(30)
	R_DRUG_PREV_NDC_ID	X(11)
	R_REPLCMT_NDC_ID	X(11)
	R_DRUG_OBSLT_DT	X(10)
	R_DRUG_GENR_NAM	X(30)
	R_DRUG_DESI_CD	X(1)
	R_DRUG_DESI_DT	X(10)
	R_DRUG_FM_CD	X(10)
	R_DOSE_FMLY_DESC	X(1)
	DIGITS(R_DRUG_PKG_SZ_AMT)	9(8)
	R_DRUG_PKG_DESC	X(10)
	R_DRUG_STREN_DESC	X(10)
	CURRENT_DATE	X(10)
	C_DRUG_ROUTE_CD	X(1)
	R_DRUG_GCN_CD	X(5)
	DIGITS(R_DRUG_GCN_SEQ_NUM)	9(6)
	R_DRUG_FAM_PLN_IND*	X(1)
	G_AUD_TS	X(26)

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Rebate DRUG Extract:

RebateEXTRACT	PDCS X2 DB2	NEW
TB / FILE NAME	COLUMN NAME	PIC
RDPRCETB / price.txt, price.trl	R_DRUG_CD	X(11)
	R_DRUG_PRC_TY_CD	X(30)
	R_DRUG_PRC_BEG_DT	X(10)
	R_DRUG_PRC_END_DT	X(10)
	DIGITS(R_DRUG_PRC_AMT)	X(11)
	CURRENT_DATE	X(10)

- R_DRUG_FAM_PLN_IND- this field was sent over as blank until CSR 13248 was implemented on 6/28/2013. CSR 13248 populated the Family Planning Indicator if the Family Planning indicator on the Reference Drug File is set to yes(shows as a check on the GUI screen). The Family Planning Indicator on the Reference Drug File is set to Yes (shows as a check) when the Generic Class Code = 47, Fiscal Agent receives the Generic Class code on the weekly FDB file.

Rebate THER CLS Extract:

Rebate EXTRACT	PDCS X2 DB2	NEW
TB / FILE NAME	COLUMN NAME	PIC
RDTHRATB / drug_thera_spec.txt, drug_thera_spec.trl	R_DRUG_CD	X(11)
	R_DRG_THR_CHAR3_CD	X(3)
	CURRENT_DATE	X(10)
	R_PRIM_THERA_IND	X(1)

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Rebate CLIENT Extract:

Rebate EXTRACT	PDCS X2 DB2	NEW
TB / FILE NAME	COLUMN NAME	PIC
RCUSTDTB, RCCNTCTB, RCADDRTB / client.txt, client.trl	R_CUST_ID	X(6)
	R_CUST_NAM	X(60)
	G_CONTACT_LST_NAM	X(30)
	G_CONTACT_FST_NAM	X(20)
	G_ADR_LINE1_AD	X(50)
	G_ADR_LINE2_AD	X(50)
	G_ADR_CITY_NAM	X(30)
	G_ADR_STATE_CD	X(2)
	G_ADR_ZIP5_CD	X(5)
	G_ADR_ZIP4_CD	X(4)
	G_ADR_PHONE_NUM	X(10)
	R_MAIL_ORD_IND	X(1)
	G_ADR_PHON_EXT_NUM	X(5)
	G_ADR_FAX_NUM	X(10)
	G_ADR_TY_CD	X(2)

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Rebate GROUP CLNT Extract:

Rebate EXTRACT	PDCS X2 DB2	NEW
TB / FILE NAME	COLUMN NAME	PIC
RCUSTDTB, RGROUPTB, RGCNTCTB, RGADDRTB / group.txt, group.trl	R_CUST_ID	X(6)
	R_GROUP_ID	X(8)
	R_GRP_BEG_DT	X(10)
	R_GRP_END_DT	X(10)
	G_CONTACT_LST_NAM	X(30)
	G_CONTACT_FST_NAM	X(20)
	G_ADR_LINE1_AD	X(50)
	G_ADR_LINE2_AD	X(50)
	G_ADR_CITY_NAM	X(30)
	G_ADR_STATE_CD	X(2)
	G_ADR_ZIP5_CD	X(5)
	G_ADR_ZIP4_CD	X(4)
	G_ADR_PHONE_NUM	X(10)
	G_ADR_PHON_EXT_NUM	X(5)
	G_ADR_FAX_NUM	X(10)

Rebate GRP PLAN Extract:

Rebate EXTRACT	PDCS X2 DB2	NEW
TB / FILE NAME	COLUMN NAME	PIC
RCUSTDTB, RGROUPTB, RPGXRFTB, RPLANDTB / group_plan.txt, group_plan.trl	R_CUST_ID	X(6)
	R_GROUP_ID	X(8)
	R_PLAN_ID	X(3)
	R_PLAN_NAM	X(50)
	R_PLN_GRP_BEG_DT	X(10)
	R_PLN_GRP_END_DT	X(10)

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Rebate PROVIDER Extract:

Rebate PROVIDRO EXTRACT	PDCS X2 DB2	NEW
FIELD NAME	COLUMN NAME	PIC
OUT-RECORD		X(340)
OUT-FIRST-CHAR	-	X(01)
OUT-PROV-ID	P_ALT_ID	X(20)
OUT-PROV-NAME	P_NAM	X(50)
OUT-NCPDP-NUM	P_NCPDP_NUM	X(15)
OUT-ADDR-LINE1	G_ADR_LINE1_AD	X(50)
OUT-ADDR-LINE2	G_ADR_LINE2_AD	X(50)
OUT-CITY-NAME	G_ADR_CITY_NAM	X(50)
OUT-STATE-CD	G_ADR_STATE_CD	X(02)
OUT-ZIP5-CODE	G_ADR_ZIP5_CD	X(05)
OUT-ZIP4-CODE	G_ADR_ZIP4_CD	X(04)
OUT-FAX-NUMBER	G_ADR_FAX_NUM	X(10)
OUT-PHONE-NUM	G_ADR_PHONE_NUM	X(10).
OUT-PHONE-EXT	G_ADR_PHON_EXT_NUM	X(05)
OUT-CONTACT-LST	G_CONTACT_LST_NAM	X(30).
OUT-CONTACT-FST	G_CONTACT_FST_NAM	X(20)
OUT-STATUS-CODE	'ACTV' / 'INAC'	X(04)
OUT-STATUS-DATE	P_NETWORK_BEG_DT	X(10)
PROV-TY-CD	P_TY_CD	X(04)

(Note: Prov-ID will need to be NPI)

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Component II - Rate Setting Component

The Specialty Drug Interface File is sent to the Fiscal Agent usually on a monthly basis but can be sent at any time and processed that day. The exact same records the Rate Setting Vendor sends to the Fiscal Agent (FA) are sent back to them by the FA if they were processed by the FA, so any records with an error are not sent back.

Specialty Drug Interface File

```
01  WW-SPC-REC.
    05  WW-ACTION-CD                PIC X(01) .
    05  WW-FILLER-1                  PIC X(01) .
    05  WW-R-DRUG-GCN-CD             PIC X(05) .
    05  WW-FILLER-2                  PIC X(01) .
    05  WW-R-EFF-DT.
        10  WW-R-EFF-YR              PIC X(04) .
        10  WW-R-EFF-DASH1           PIC X(01) .
        10  WW-R-EFF-MM              PIC X(02) .
        10  WW-R-EFF-DASH2           PIC X(01) .
        10  WW-R-EFF-DD              PIC X(02) .
    05  WW-FILLER-3                  PIC X(01) .
    05  WW-R-END-DT.
        10  WW-R-END-YR              PIC X(04) .
        10  WW-R-END-DASH1           PIC X(01) .
        10  WW-R-END-MM              PIC X(02) .
        10  WW-R-END-DASH2           PIC X(01) .
        10  WW-R-END-DD              PIC X(02) .
```

State AAC Price Interface - *The State AAC Price Interface File can be sent to the FA any time and is processed every hour from 8:30 AM to 7:30 PM Monday through Friday.*

```
01  WW-AAC-REC.
    05  WW-ACTION-CD                PIC X(01) .
    05  WW-FILLER-1                  PIC X(01) .
    05  WW-R-DRUG-CD                 PIC X(11) .
    05  WW-FILLER-2                  PIC X(01) .
    05  WW-R-DRUG-RATE-DOLLARS       PIC X(06) .
    05  WW-R-DRUG-RATE-DECIMAL       PIC X(01) .
    05  WW-R-DRUG-RATE-CENTS         PIC X(05) .
    05  WW-FILLER-3                  PIC X(01) .
    05  WW-R-EFF-DT.
        10  WW-R-EFF-YR              PIC X(04) .
        10  WW-R-EFF-DASH1           PIC X(01) .
        10  WW-R-EFF-MM              PIC X(02) .
        10  WW-R-EFF-DASH2           PIC X(01) .
        10  WW-R-EFF-DD              PIC X(02) .
    05  WW-FILLER-4                  PIC X(01) .
    05  WW-R-END-DT.
        10  WW-R-END-YR              PIC X(04) .
        10  WW-R-END-DASH1           PIC X(01) .
        10  WW-R-END-MM              PIC X(02) .
        10  WW-R-END-DASH2           PIC X(01) .
        10  WW-R-END-DD              PIC X(02) .
```

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Component III – File extracts and layouts pertaining to requirements to be ascertained during implementation phase in conjunction with winning bidder.

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(The below file is not related to Component 1, 2 or 3. The formulary file (below) is the comprehensive file of all drugs covered by DOM for pharmacy claims and is sent to all DOM vendors by the Fiscal Agent every Monday night.)

POS Reference Subsystem
Interface Exhibit
Output File Layout
MCO Formulary Extract

The first line; each file will have a header line (HDR) that will include the following:

Field Name	Type
Record Type	AN 3/3
Version/Release Number	AN1/2
Sender ID	AN3/30 (Entity providing the data)
Sender participant Password	AN 10/10
Receiver ID	AN 3/30
Source Name	AN 1/35
Transaction Control Number	AN 1/10 (Unique Identifier defined by Sender)
Transmission Date	DT 8/8
Transmission Time	TM 8/8
Transmission File Type	AN 1/3 (FRM-Formulary and Benefit Load)
Transmission Action	AN 1/1 (Full Replace- F or Update- U)
Extract Date	DT 8/8
File Type	AN 1/1 (Test or Production- T or P)

The second line (FHD) is the Formulary Status Header line and includes the following:

Field Name	Type
Record Type	AN 3/3
Formulary ID	AN 1/10
Formulary Name	AN 1/35
Non Listed Prescription Brand Formulary Status	AN 1/2
Non Listed Prescription Generic Formulary Status	AN 1/2
Non Listed Prescription Brand OTC Formulary Status	AN 1/2
Non Listed Prescription Generic OTC Formulary Status	AN 1/2
Non Listed Supplies Formulary Status	AN 1/2
Relative Cost Limit	N 1/2
List Action	AN 1/1
F = Full List Replacement or D = Delete List.	
List Effective Date	DT 8/8

*The valid values for formulary status fields are as follows:

Space-not reviewed (not ever on formulary)

N-Non- Preferred

U-un- reviewed (no longer on formulary)

P- Preferred

The 3rd through 9th lines (FDT) are the Formulary Status Detail lines and each line includes the following:

Field Name	Type
Record Type	AN 3/3
Change Identifier	AN 1/1 –only the add option is supported.
Product/Service ID	AN 11/11 (the NDC)
Product/Service ID Qualifier	AN 2/2- 03- National Drug Code
Drug Reference Number	AN 1/35
Drug Reference Qualifier	AN 1/3

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Rx Norm Code	AN 1/15
Rx Norm Qualifier	AN 1/3
Formulary Status	AN 1/2
Relative Cost	N 1/2

To break down the 3rd line below, it is a formulary detail, an add for NDC: 00002060440- which is the national drug code (03) and the only other field we populate is the formulary status, which is a 4 meaning it is preferred.

The 10th line (FTR) is the Formulary Status Trailer Line and includes the following:

Field Name	Type
Record Type	AN 3/3
Total Records	N 1/10

The 11th line (GHD) is the Benefit Coverage Information Header Line and includes the following:
This section is benefit coverage for Prior Authorization (PA) limits.

Field Name	Type
Record Type	AN 3/3
Coverage List ID	AN 1/10
Coverage List Type	AN 1/2 (*Code identifying the type of coverage factor being conveyed)
List Action	AN 1/1 (F-full replacement or D-delete)
List Effective Date	DT 8/8

* Each Coverage List ID will have only one List Type - Coverage associated within it:
AL = Age Limits
DE = Product Coverage Exclusion
GL = Gender Limits
MN = Medical Necessity
PA = Prior Authorization
QL = Quantity Limits
RD = Resource Link – Drug-Specific Level
RS = Resource Link –Summary Level
SM = Step Medication
ST = Step Therapy
TM = Coverage Text Message

The 12th through the 15th lines (DDT) are the Benefit Coverage Information Detail for Prior Authorization and include the following:

Field Name	Type
Record Type	AN 3/3
Change Identifier	AN 1/1 (only the Add option is accepted – A)
Coverage ID	AN 1/40
Product/Service ID	AN 11/11 (the NDC)
Product/Service ID Qualifier	AN 2/2- 03- National Drug Code
Drug Reference Number	AN 1/35
Drug Reference Qualifier	AN 1/3
Rx Norm Code	AN 1/15
Rx Norm Qualifier	AN 1/3

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Message-Short	AN 1/100 (a test message to be presented to the prescriber)
Message-Long	AN 1/200 (a test message to be presented to the prescriber)

The 16th line (GTR) is the Benefit Coverage Information Trailer Line and includes the following:

Field Name	Type
Record Type	AN 3/3
Record Count	N 1/10 (this does not include the header and trailer)

The 17th line (GHD) is the Benefit Coverage Information Header Line and includes the following:
This section is benefit coverage for Quantity Limits (QL).

Field Name	Type
Record Type	AN 3/3
Coverage List ID	AN 1/10
Coverage List Type	AN 1/2 (*Code identifying the type of coverage factor being conveyed)
List Action	AN 1/1 (F-full replacement or D-delete)
List Effective Date	DT 8/8

* Each Coverage List ID will have only one List Type - Coverage associated within it:
AL = Age Limits
DE = Product Coverage Exclusion
GL = Gender Limits
MN = Medical Necessity
PA = Prior Authorization
QL = Quantity Limits
RD = Resource Link – Drug-Specific Level
RS = Resource Link –Summary Level
SM = Step Medication
ST = Step Therapy
TM = Coverage Text Message

The 18th through 25th line (QDT) Coverage Information Detail for Quantity Limits and include the following:

Field Name	Type
Record Type	AN 3/3
Change Identifier	AN 1/1 (only the Add option is accepted – A)
Coverage ID	AN 1/40
Product/Service ID	AN 11/11 (the NDC)
Product/Service ID Qualifier	AN 2/2- 03- National Drug Code
Drug Reference Number	AN 1/35
Drug Reference Qualifier	AN 1/3
Rx Norm Code	AN 1/15
Rx Norm Qualifier	AN 1/3
Maximum Amount	R 1/10 (Conditional –required if Maximum Amount Qualifier is present.)

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Maximum Amount Qualifier	AN 2/2 (*valid values below)
Maximum Amount Time Period	AN 2/2
Maximum Amount Time Period Start Date	DT 8/8
Maximum Amount Time Period End Date	DT 8/8
Maximum Amount Time Period Units	N 1/4

Maximum Amount Qualifier Valid Values:

DL="Dollar Amount"

DS="Days Supply"

FL "Fills"

QY="Quantity"

The 26th line (GTR) is the Benefit Coverage Information Trailer Line and includes the following:

Field Name	Type
Record Type	AN 3/3
Record Count	N 1/10 (this does not include the header and trailer)

The 27th line (GHD) is the Benefit Coverage Information Header Line and includes the following:

This section is benefit coverage for Age Limits (AL).

Field Name	Type
Record Type	AN 3/3
Coverage List ID	AN 1/10
Coverage List Type	AN 1/2 (*Code identifying the type of coverage factor being conveyed)
List Action	AN 1/1 (F-full replacement or D-delete)
List Effective Date	DT 8/8

* Each Coverage List ID will have only one List Type - Coverage associated within it:

AL = Age Limits

DE = Product Coverage

Exclusion

GL = Gender Limits

MN = Medical Necessity

PA = Prior Authorization

QL = Quantity Limits

RD = Resource Link – Drug-Specific Level

RS = Resource Link –Summary Level

SM = Step Medication

ST = Step Therapy

TM = Coverage Text Message

The 28th through 33rd lines (GDA) are the Benefit Coverage Information Detail for Age and include the following:

Field Name	Type
Record Type	AN 3/3
Change Identifier	AN 1/1 (only the Add option is accepted – A)
Coverage ID	AN 1/40
Product/Service ID	AN 11/11 (the NDC)
Product/Service ID Qualifier	AN 2/2- 03- National Drug Code
Drug Reference Number	AN 1/35

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Drug Reference Qualifier	AN 1/3
Rx Norm Code	AN 1/15
Rx Norm Qualifier	AN 1/3
Minimum Age	N 1/3 (minimum age at which drug is covered)
Minimum Age Qualifier	AN 1/1 (D-days and Y – years)
Maximum Age	N 1/3 (maximum age at which drug is covered)
Maximum Age Qualifier	AN 1/1 (D-days and Y – years)

The 34th line (GTR) is the Benefit Coverage Information Trailer Line and includes the following:

Field Name	Type
Record Type	AN 3/3
Record Count	N 1/10 (this does not include the header and trailer)

The 35th line (GHD) is the Benefit Coverage Information Header Line and includes the following:
This section is benefit coverage for Gender Limits (GL).

Field Name	Type
Record Type	AN 3/3
Coverage List ID	AN 1/10
Coverage List Type	AN 1/2 (*Code identifying the type of coverage factor being conveyed)
List Action	AN 1/1 (F-full replacement or D-delete)
List Effective Date	DT 8/8

* Each Coverage List ID will have only one List Type - Coverage associated within it:
AL = Age Limits
DE = Product Coverage Exclusion
GL = Gender Limits
MN = Medical Necessity
PA = Prior Authorization
QL = Quantity Limits
RD = Resource Link – Drug-Specific Level
RS = Resource Link –Summary Level
SM = Step Medication
ST = Step Therapy
TM = Coverage Text Message

The 36th through 40th lines (GDT) are for Benefit Coverage Detail Gender Limits and include the following:

Field Name	Type
Record Type	AN 3/3
Change Identifier	AN 1/1 (only the Add option is accepted – A)
Coverage ID	AN 1/40
Product/Service ID	AN 11/11 (the NDC)
Product/Service ID Qualifier	AN 2/2- 03- National Drug Code

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Drug Reference Number	AN 1/35
Drug Reference Qualifier	AN 1/3
Rx Norm Code	AN 1/15
Rx Norm Qualifier	AN 1/3
Gender	AN 1/1

The 41st line (GTR) is the Benefit Coverage Information Trailer Line and includes the following:

Field Name	Type
Record Type	AN 3/3
Record Count	N 1/10 (this does not include the header and trailer)

The 42nd line (TRL) is the Formulary and Benefit File Trailer and includes the following:

Field Name	Type
Record Type	AN 3/3
Total Records	N 1/10 (this does not include the header and trailer)

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Appendix C: References

REFERENCE 1

Name of Company: _____
Dates of Service: _____
Contact Person: _____
Address: _____
City/State/Zip: _____
Telephone Number: _____
Cell Number: _____
E-mail: _____
Alternate 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: _____
Alternate 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: _____
Alternate 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 C, 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 (3) references are available for interview. DOM staff must be able to contact three (3) references within three (3) business days of proposal due date to be considered.

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Appendix D: DHHS Certification Drug-Free Workplace

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, 2 CFR Part 382. The regulations 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 DHHS 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 shall 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 shall 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 DOM changes during the performance of the grant, the grantee shall inform DOM of the change(s), if it previously identified the workplaces in question (see above).
- 5) Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:

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

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

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

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

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

- a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- b) Establishing an ongoing drug-free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The grantee's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - 1) Abide by the terms of the statement; and
 - 2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- e) Notifying DOM in writing, within 10 calendar days after receiving notice under paragraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f) Taking one of the following actions, within 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

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- 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).
- h) Complying with all provisions 2 CFR Part 382.

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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**Appendix E: DHHS Certification Debarment, Suspension, and
Other Responsibility Matters**

**DHHS Certification Regarding Debarment, Suspension, and Other Responsibility Matters
Primary Covered Transactions
2 CFR Part 376,**

- (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 bid 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 bid 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 bid.

Signature

Date

Title

Organization

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Appendix F: Certifications and Assurances

I/We make the following certifications and assurances as a required element of the qualification to which it is attached, of the understanding that the truthfulness of the facts affirmed here and the continued compliance with these requirements are conditions precedent to the award or continuation of the related contract(s) by circling the applicable word or words in each paragraph below:

1. REPRESENTATION REGARDING CONTINGENT FEES

Contractor represents that it **has/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 Contractor's qualification.

2. REPRESENTATION REGARDING GRATUITIES

The offeror or Contractor represents that it **has/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 Public Procurement Review Board Rules and Regulations.

3. PROSPECTIVE CONTRACTOR'S REPRESENTATION REGARDING CONTINGENT FEES

The prospective Contractor represents as a part of such Contractor's qualification that such Contractor **has/has not** retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.

Name/Title:

Signature/Date:

Note: Please be sure to circle the applicable word or words provided above. Failure to circle the applicable word or words and/or to sign the qualification form may result in the qualification being rejected as nonresponsive. Modifications or additions to any portion of this qualification document may cause for rejection of the qualification.