



MISSISSIPPI DIVISION OF  
**MEDICAID**

## INVITATION FOR BIDS Recovery Audit Contractor (RAC) Services

IFB# 20220218  
RFx # 3160004700

**Issue Date:**

Friday, February 18, 2022

**Bid Coordinator:**

Catherine Holland, Procurement Officer  
Telephone: 601-359-9123  
E-Mail: [procurement@medicaid.ms.gov](mailto:procurement@medicaid.ms.gov)

**Closing Date & Time:**

Bids shall be received by 2:00 p.m., Monday, March 28, 2022

**Closing Location:**

Mississippi Division of Medicaid (DOM)  
550 High Street, Suite 1000  
Jackson, MS 39201

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## **1.0 PROCUREMENT OVERVIEW**

### **1.1 Purpose**

The Mississippi Division of Medicaid (DOM) is seeking to establish a firm and fixed contingency fee-based contract with a responsible Contractor to provide Recovery Audit Contractor (RAC) services. The Contractor will perform Medicaid improper payment recovery services to identify and facilitate recovery of improper payments made by DOM and Managed Care Organizations for healthcare services provided to Medicaid beneficiaries, with the overall purpose of implementing actions that will prevent future improper payments. The Contractor will be responsible for reviewing claims data, medical, professional and/or financial records to determine if billings to, and payments from, DOM and the Managed Care Organizations (MCOs) were appropriate and accurate. Medicaid RACs will be supplemental to Medicaid Program Integrity efforts already underway and should not duplicate or interfere with processes being conducted by Medicaid.

The Centers for Medicare and Medicaid Services (CMS) published a final rule on September 16, 2011, for the Medicaid RAC Program established by the Patient Protection and Affordable Care Act (PPACA) in 2010. 42 C.F.R § 455, Subpart F, Medicaid Recovery Audit Contractors Program, implemented Section 1902(a)(42)(B) of the Social Security Act and requires each State Medicaid program to establish a RAC program, absent an exception, to enable the auditing of claims for services furnished by Medicaid providers. In addition, States and their Medicaid RACs must coordinate their recovery audit efforts with other contractors or entities performing audits of entities receiving Medicaid payments, including State and Federal law enforcement. Children's Health Insurance Program (CHIP) claims are not included within the scope of Medicaid RAC services.

All payments for validated overpayments will be on a contingency fee basis. Contingency fee rates may not exceed the maximum Medicare Recovery Audit Contractor (RAC) rate published by the Centers for Medicare and Medicaid Services (CMS). The Contractor shall only receive payments for overpayments identified and actually recovered by DOM and underpayments identified and paid back to providers. Payments under this contract shall not exceed actual amounts recovered.

DOM is requesting competitive written bid responses from qualified, experienced, responsive and responsible entities prepared to carry out the requirements detailed in the Scope of Services of this Invitation for Bids (IFB). The successful bidder shall be proficient in performing medical payment error risk assessments, using efficient methods for claims error detection including computer algorithms to identify payment anomalies, handling large volumes of data, understanding control systems and weaknesses, overpayment recovery, etc.

All provisions and requirements of the Contractor outlined in the IFB are mandatory. The Bidder is disallowed from taking exceptions to these mandatory requirements. Any exceptions and/or deviations may be cause for rejection.

It is understood that any contract resulting from this IFB requires approval by the Public Procurement Review Board (PPRB). If any contract resulting from this IFB is not approved by



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the PPRB, it is void and no payment shall be made.

## **1.2 Authority**

This IFB is issued under the authority of Title XIX of the Social Security Act as amended, implementing regulations issued under the authority thereof, and under the provisions of the Mississippi Code of 1972, as amended. All prospective Contractors are charged with presumptive knowledge of all requirements of the cited authorities in this IFB. The submission of a valid executed bid by any prospective Contractor shall constitute admission of such knowledge on the part of each prospective Contractor. Any bid 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.

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.”

## **1.3 Bid Acceptance Period**

The original plus three copies of the bid form, four copies total, shall be signed and submitted in a sealed envelope or package to the 10<sup>th</sup> floor 550 High Street, Suite 1000, Jackson, Mississippi 39201 no later than **2:00 pm, Central Time Zone, Monday, March 28, 2022**. Timely submission of the bid form is the responsibility of the Bidder. Bids received after the specified time shall be rejected and shall be maintained unopened in the Agency’s procurement file and will not be considered for award. The envelope or package shall be marked with the bid opening date and time, and the IFB number. The time and date of receipt shall be indicated on the envelope or package by the DOM Office of Procurement. Each page of the bid form and all attachments shall be identified with the name of the Bidder. Failure to submit a bid on the bid form provided may be considered just cause for rejection of the bid. Modifications or additions to any portion of the procurement document may be cause for rejection of the bid. DOM reserves the right to decide, on a case-by-case basis, whether to reject a bid with modifications or additions as non-responsive. As a precondition to bid acceptance, DOM may request the Bidder to withdraw or modify those portions of the bid deemed non-responsive that do not affect quality, quantity, price, or delivery of the service.

### **1.3.1 Bid Submission Requirements**

Bids for the IFB shall be submitted in three-ring binders with section components of the IFB clearly tabbed as follows:

1. Attachment A – Bid Cover Sheet,
2. Attachment B – Bid Form,

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- a. Attachment B.2: Independent Price Determination,
  - b. Attachment B: Addendum 1: Eligibility,
  - c. Attachment B: Addendum 2: Minimum Qualifications,
  - d. Attachment B: Addendum 3: Capability to Provide Services,
3. Attachment G – References,
  4. Attachments H, I, and J – Certifications and Assurances,
  5. Ownership & Financial Disclosures from Section 4.13,
  6. Amendment Acknowledgments,
  7. USB bid copies; and,
  8. Redacted USB bid copies.

The Bidder shall also submit one (1) copy of the bid on a USB in a single document in a searchable Microsoft Word or Adobe Acrobat (PDF) format.

If the Bid contains confidential information, one (1) redacted copy of the Bid shall be submitted. If a redacted copy is not submitted, DOM shall consider the entire Bid to be public record. The redacted copy shall be clearly labeled “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 Bid as confidential. The public copy shall also identify which section or information has been redacted and cite the authority supporting the redaction.

The public/redacted copy shall be considered a 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. Public/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 the publicly accessible Transparency Mississippi website, etc.

Bidders may also submit one (1) full copy of the bid in a single document in a searchable Microsoft Word or Adobe Acrobat (PDF) format through Mississippi’s Accountability System for Governmental Information and Collaboration (MAGIC). 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 RFx # electronically, and receive purchase orders by email. In order 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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Any bids received after **2:00 p.m., Central Time Zone, Monday, March 28, 2022**, shall be rejected and maintained unopened in the Agency’s procurement file. Bids shall be delivered to:

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

The outside cover of the package containing the Sealed Bids shall be labeled:

IFB # 20220218  
Sealed Bid  
(Name of Bidder)

As the bids are received, the sealed bids shall be date-stamped and recorded by DOM. The Bidder is responsible for ensuring that the sealed bid is delivered by the required time and to the required location and assumes all risks of delivery. A facsimile bid shall not be accepted. Each bid should be signed by an official authorized to bind the Bidder to the bid provisions. Bids and modifications thereof received by DOM after the time set for receipt or at any location other than that set forth above shall be considered late and shall not be considered for award.

### **1.3.2 Public Opening**

The Office of Procurement shall hold a public opening of sealed bids at **10:00 a.m., Tuesday, March 29, 2022**. The bids shall be opened in a designated conference room. Bidders are invited to come in person for the opening or call into a conference line. Participation information regarding the bid opening shall be released to all responding Bidders.

### **1.3.3 Anticipated Timeline**

<b>Date</b>	<b>Process</b>
2/18/2022	Release IFB
3/4/2022	Deadline for Written Questions
3/14/2022	Response to Questions Posted
3/28/2022	Bid Deadline
3/29/2022	Public Bid Opening – 10:00 a.m.
4/13/2022	Notice of Intent to Award
4/21/2022	Debriefing Request Deadline

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4/29/2022	Protest Deadline
6/1/2022	Contract Start (Implementation begins)
8/4/2022	Operational Phase Begins

### 1.3.4 Late Submissions

A bid received at the place designated in the solicitation for receipt of bids after the exact time specified for receipt shall not be considered unless it is the only bid received, or it is received before award is made and was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of bids. It shall be determined by DOM that the late receipt was due solely to mishandling by DOM after receipt at the specified address.

The only acceptable evidence to establish the date of mailing of a late bid is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal Service. If the postmark does not show a legible date, the contents of the envelope or package shall be processed as if mailed late. “Postmark” means a printed, stamped, or otherwise placed impression, exclusive of a postage meter impression, that is readily identifiable without further action as having been supplied and affixed by the U.S. Postal Service on the date of mailing. Bidders should request postal clerks to place a hand cancellation postmark (often called a bull’s eye) on both the receipt and the envelope or wrapper.

### 1.3.5 Expenses Incurred in Preparing Bid

DOM accepts no responsibility for any expense incurred by the Bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the Bidder.

## 1.4 Eligibility and Minimum Qualifications

### 1.4.1 Organizations Eligible to Submit Bids (Attachment B: Addendum 1)

To be eligible to submit a bid, a Bidder shall provide the following documentation Eligibility for each requirement as specified below as an addendum to Attachment B entitled, “**Attachment B: Addendum 1: Eligibility**”:

1. The Bidder has not been sanctioned by a state or federal government within the last 10 years;
2. The Bidder shall have a minimum of five years of experience in contractual services providing the type of services described in this IFB; and,
3. The Bidder shall be able to provide each required component and deliverable as detailed in the Scope of Services.

#### **1.4.2 Minimum Qualifications (Attachment B: Addendum 2)**

Bidders shall be deemed responsive if all of the following minimum qualifications are met. Bidders shall provide written, detailed responsible validation describing Bidder's ability to meet each of the following qualifications as an addendum to Attachment B entitled, "**Attachment B: Addendum 2: Minimum Qualifications**".

1. As a legally defined entity, the organization has at least five years of experience working for federal, state, or private industry performing reviews and audits of healthcare providers' claims for the purpose of identifying overpayments and/or underpayments. The experience must include applying standard rules, regulations, and/or the state's policies to healthcare claims for the identification of improper payments. The organization must also include their experience in review and audit design, development of review and audit procedures, data manipulation and analysis of data sets, implementation of audit procedures, and validation results;
2. At least five years of experience in performing data exchanges of claim information with government or private companies, to include the following:
  - a. Experience in creating and maintaining databases for the purposes of claims tracking;
  - b. Experience administering or participating in an appeal process; and,
  - c. Experience in funds recovery of identified improper payments.
3. The Bidder shall provide governmental project experience list that identifies all governmental entities with which the Bidder has ever done business or is currently doing business.
4. The Bidder shall provide reference contacts from at least three business clients for the immediate past three years in Attachment C. Bidder may submit as many reference contacts as desired by submitting as many additional copies of Attachment C. Reference contacts shall be contacted in order listed until two (2) references have been interviewed and Reference Score Sheets completed. No further references shall be contacted; however, Bidders are encouraged to submit additional references to ensure that at least two references are available for interview. DOM staff shall be able to contact two references within three business days of Bid Opening or the Bidder may be rejected. In addition, two of the Bidder references shall score a minimum combined 12 points in order to be deemed responsible.
5. The Bidder must provide minimum customer service measures including:
  - a. Providing a toll-free customer service call center which shall be staffed by qualified personnel during normal business hours of 8:00 a.m. to 5:00 p.m. central time zone. The toll-free customer service telephone number shall be in all correspondence sent to providers.
  - b. Compiling and maintaining provider approved addresses and points of contact.

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- c. Mandatory acceptance of provider submissions of electronic medical records on CD/DVD, via facsimile, or other secure means of transfer at the providers' request.
- d. Notifying providers of overpayment findings within 60 calendar days.

Bidders that do not meet ALL the above experience and qualifications shall be disqualified from further consideration for contract award.

## **1.5 Details of Submission**

### **1.5.1 Bid Form (Attachment B)**

All pricing shall be submitted on the bid form (Attachment B). Failure to complete and/or sign the bid form may result in the Bidder being determined nonresponsive.

Through submission of the Bid Form, the Bidder certifies the following:

1. The Bidder agrees that submission of a signed bid form is certification that the Bidder shall accept an award made to it as a result of the submission.
2. By submitting a bid, the Bidder certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State.
3. By submitting a bid, the Bidder certifies that it is not currently debarred from submitting bids 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 bids for contracts issued by any political subdivision or agency of the State of Mississippi.

### **1.5.2 Independent Price Determination (Attachment B.2)**

Every solicitation shall provide that by submitting a bid, offer, or qualifications, the bidder or offeror certifies that the price submitted was independently arrived at without collusion. The bidder will attest to this through submission of Attachment B.2: Independent Price Determination.

### **1.5.3 Capability to Provide Services (Attachment B: Addendum 3)**

A Bidder shall provide written descriptions of its capability to meet each of the following qualifications as a narrative addendum to Attachment B entitled, "Attachment B: Addendum 3: Capability to Provide Services":

1. Various methods and scenarios for Identification of Medicaid improper payments;
2. Processes for validating improper payments identified, including providing assistance in resolving claims disputes;
3. System for tracking and reporting of identification, verification, and recoupment processes; and,

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4. Reporting mechanism of Medicaid overpayments to be collected by DOM based on Contractor identification and verification.
5. Reporting mechanism of provider fraud, waste, and abuse.
6. Mechanism and process for provider education and outreach program.
7. Customer service measures including, but not limited to:
  - a. Providing a toll-free customer service call center which shall be staffed by qualified personnel during normal business hours of 8:00 a.m. to 5:00 p.m. central time zone. The toll-free customer service telephone number shall be in all correspondence sent to providers.
  - b. Compiling and maintaining provider approved addresses and points of contact,
  - c. Mandatory acceptance of provider submissions of electronic medical records on CD/DVD, via facsimile, or other secure means of transfer at the provider's request, and
  - d. Notifying providers of overpayment findings within 60 calendar days.
8. Employment of trained medical professionals to review medical claims.

## **1.6 Procedure for Submitting Questions**

Questions shall be submitted no later than **2:00 p.m. Central Time Zone, March 4, 2022**, using the Question and Answer template found at <https://medicaid.ms.gov/resources/procurement>. Written answers shall be available no later than 2:00 p.m. Central Time Zone, March 14, 2022 via DOM's procurement Website, <https://medicaid.ms.gov/resources/procurement/> and the Mississippi Contract/Procurement Opportunity Search portal website, [https://www.ms.gov/dfa/contract\\_bid\\_search/Bid?autoloadGrid=False](https://www.ms.gov/dfa/contract_bid_search/Bid?autoloadGrid=False). Questions and answers shall become part of the final contract as an attachment. Written answers provided for the questions are binding.

Questions should be sent to:

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

## **1.7 Acknowledgement of Amendments**

Bidders shall acknowledge receipt of any amendment to the solicitation by signing and returning the amendment with the bid submission. The acknowledgment shall be received by DOM by the time and at the place specified for receipt of bids. This includes receipt of the Question and Answer Document.

## **1.8 Type of Contract**

Compensation for services shall be in the form of a firm fixed-rate agreement.

## **1.9 Written Bids**

All bids shall be in writing.

## **1.10 Accuracy of Statistical Data**

If applicable, all statistical information provided by DOM in relation to this IFB represents the best and most accurate information available to DOM from DOM records at the time of the IFB 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 Bidder. Neither shall such inaccuracy constitute a basis for renegotiation of any payment rate after contract award. Statistical information is available on DOM's website.

## **1.11 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 IFB.

This IFB, any amendments thereto, and IFB Questions and Answers (following official written release) shall be posted on the Procurement page of the DOM website at: <http://www.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. The DOM 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.

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

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:



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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/>.

The Mississippi Code of 1972 covers all sections of and amendments to the Constitution of the United States and the Constitution of the State of Mississippi. Access to the Mississippi Code can be [Mississippi Law | Michael Watson Secretary of state \(ms.gov\)](#).

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## **2.0 SCOPE OF SERVICES**

The Scope of Services describes the performance requirements for the Bidder. Bidder shall provide a written response indicating its understanding of these requirements and its ability to meet these requirements.

DOM reserves the right to make appropriate adjustments in the Scope of Services by written agreement between DOM and the Bidder on an as needed basis.

The overall Scope of Services and Deliverables required under this IFB may vary from year to year as the Medicaid program changes due to federal and state requirements.

DOM will provide assistance as needed with interpretation and clarification of DOM policy and will notify the Contractor as changes are made that affect the program. Any instances of discrepancies in interpretation of the contract, policies or program requirements between the Contractor and DOM will be decided at the discretion of DOM.

### **2.1 Project Overview**

The objective of the successful Bidder is to identify instances of improper payments made to Medicaid providers by DOM and/or the managed care organizations (MCOs) in order to maximize successful recoveries, deter provider billing errors, and prevent fraud, waste, and abuse in the Mississippi Medicaid program. The Bidder shall have up-to-date knowledge and understanding of the RAC Program in general, including the requirements of the Mississippi Administrative Code, Mississippi statutes and regulations, and federal statutes and regulations.

Additionally, the successful Bidder shall identify vulnerabilities within the Mississippi Medicaid program that will help prevent future improper payments from occurring by suggesting improvements. Bidders shall independently identify incorrect payments, voided claims and adjusted claims resulting from the incorrect payments, and shall not await on identification of overpayments by DOM.

### **2.2 Non-Duplication of Effort**

In accordance with 42 C.F.R. § 455.508, the Contactor shall not audit claims that have already been audited or that are currently being audited by another entity. To ensure non-duplication of effort, Contractor services shall not include claim reviews and recovery efforts performed by or in process by DOM staff, other DOM contractors, including fiscal agent, or other entities, such as the Office of the Inspector General (OIG), CMS Medicaid Integrity Group, CMS Medicaid Integrity Contractors, Mississippi Attorney General's Office Medicaid Fraud Control Unit (MFCU), CMS Medi-Medi Program, Department of Justice (DOJ), United States Internal Revenue Service (IRS), MCOs and Federal Bureau of Investigation (FBI). The Contractor will be required to cooperate with DOM and other entities.

## 2.3 Excluded Improper Payments

DOM will use multiple methods to identify what providers and claims should not be considered for audit. Claims that are excluded or currently suppressed should not be included in audits. The Contractor shall establish a coordination system to determine if another entity already has the provider and/or claim under review. The coordination system must include a master table of excluded providers and claims. This table must be updated on an as needed basis. The Contractor will receive electronic exclusion/suppression list(s), when necessary, from the Office of Program Integrity of providers they are to exclude from their audits. The Contractor shall be responsible for checking the Terminated Provider List and Sanctions List regularly. Before beginning a claim review, the Contractor must utilize the coordination system and coordinate with the Office of Program Integrity to determine if exclusions exist for that claim. Suppressed claims are not available for review for a certain time period because of involvement with another audit, review, or investigation. Suppressed claims may be available for a RAC review after the suppression is removed. Excluded claims have already been audited or reviewed by another entity. Exclusions are permanent and the claims will never be available for a RAC review. The Contractor shall not attempt to identify improper payments arising from any of the following:

1. Claims of providers under investigation;

The Contractor shall NOT attempt to identify any overpayment or underpayment for those providers known to be under investigation by law enforcement, including the Medicaid Fraud Control Unit (MFCU), Office of Inspector General (OIG), Department of Justice (DOJ), the Federal Bureau of Investigation (FBI), or any other law enforcement entity where pursuit of an improper payment may jeopardize the criminal investigation.

2. Claims previously reviewed and/or subjected to audit; or
  - a. The Contractor shall NOT attempt to identify any overpayment or underpayment for providers whose claims have been subjected to a formal audit by DOM or any law enforcement agency.
  - b. The Contractor shall NOT attempt to identify any overpayment or underpayment for claims that have been recovered from a third party through DOM's third party liability (TPL) contractor.
  - c. The Contractor shall not attempt to identify any overpayments/underpayments for claims adjusted by fiscal agent mass adjustment.
3. Medicare Crossover claims (payments for co-insurance and deductible).

Bidder shall provide a written response indicating its understanding of this requirement and its ability to meet this requirement.

## 2.4 Identification of Improper Payments

### 2.4.1 Audit Plans

The Contractor shall have the capability and established procedures to identify issues for audit that are likely resulting in improper payments to providers. For each identified issue, the Contractor shall develop an audit plan detailing the issue likely resulting in improper payments, how improper payments will be identified, the reference source, policy, or Administrative Code, and a defined audit period. The audit plan must be submitted to, and approved by, DOM before any work may begin. The Contractor shall identify improper payments only during the defined audit period, which may not exceed a maximum three-year claims look-back period from the date the claim was filed in accordance with 42 CFR § 455.508, unless a different time period is authorized by DOM.

The Contractor's audit plan shall describe in detail each claim identification process. The audit plan shall outline the various computer algorithms, predictive modeling and any other methods used for identification of improper payments, including review of any voided and/or adjusted claims subsequent to the original claim. The Contractor shall be able to identify and reconcile voided and/or adjusted claims with the original claim to prevent duplication of identified improper payments and duplicate payments by provider. The Contractor is to present evidence of primary patterns identified and effectiveness of methods, including cost benefit analysis.

### 2.4.2 Work Plan

Bidder shall submit a quarterly work plan for DOM approval for each calendar quarter during the contract period. Work plans should be submitted no later than 30 calendar days preceding the beginning of each quarter. DOM will return the approved or modified work plan within 15 calendar days of receipt from the Contractor. The Contractor shall not proceed with or implement work plan without approval from DOM.

The Contractor work plan shall identify specific improper billing practices, notify providers of improper billing practices, and recommend changes to prevent future improper payments. The Contractor shall ensure that processes are developed to minimize provider burden to the greatest extent possible when identifying improper payments. This may include, but is not limited to; ensuring audit parameters are refined to selecting only those claims with the greatest probability of improper payments. The Contractor shall provide expert support for correct payment principles and best practices.

In order to ensure non-duplication of effort and to maximize cost effectiveness, the work plan shall describe in detail the method of coordination with other entities. DOM reserves the right to modify the work plan, including time frames, mining criteria, exclusion of certain provider types, and exclusion of certain claim types.

### 2.4.3 Adjustment Process

When the Bidder or DOM identifies partial adjustments to claims are necessary, the Contractor will only be paid a contingency payment on the difference between the original claim paid amount and the revised claim paid amount. **If the Contractor plans to use sampling and extrapolation methods, they must explain this process as part**

**of their bid.**

Review of any voided and/or adjusted claims filed subsequently to the original claim must be a part of the Contractor identification of improper payment process. Claims that have been voided and/or adjusted cannot be identified as improper payments unless determined the claim was submitted incorrectly. Should the adjustment occur after the initial notice of improper payment the Contractor will only be paid a contingency payment on the difference between the original claim paid amount and the revised claim paid amount. Claims adjusted by DOM or its fiscal agent as a resolution to an agency identified improper payment issue shall be classified as an excluded improper payment. The Contractor shall not attempt to identify any overpayment or underpayment for these providers.

## **2.5 Verification of Identified Improper Payments**

### **2.5.1 Verification Result Document**

The Contractor shall have the capability and established procedures to provide both electronic and manual procedures for verifying the accuracy of identified improper payments. The Contractor shall document these verification process procedures in an electronic manual. The Contractor shall present, for DOM approval, the full verification process and result document for each verified improper payment within thirty (30) calendar days post award. The verification result document shall include: (a) the original identification work plan, (b) the verification process related to this work plan, (c) proof of the overpayment, and (d) source authorities used to determine the validity of improper payments.

DOM will utilize the Mississippi Administrative Code in approving or rejecting the Contractor's identification work plans and verification results.

### **2.5.2 Clinical Review**

The Contractor shall have the capability and established procedures to obtain medical records and perform a clinical review to sufficiently verify improper payments. The Contractor shall accept provider submissions of electronic medical records on CD/DVD, via facsimile or other secure means of transfer at the providers' request. Contractor must ensure that coverage/medical necessity reviews are made by an appropriate professional staff person, such as RNs, therapists or healthcare professional whose expertise is in the field of medicine being reviewed, and that coding determinations are made by certified coders. Recovery Auditors shall complete their complex reviews and notify providers of overpayment findings within 60 calendar days from receipt of the medical record documentation unless granted an extension by DOM. In accordance with Miss. Code Ann. § 41-83-31, no determination adverse to a patient or to any affected health-care provider shall be made on any question relating to the necessity or justification for any form of hospital, medical or other health-care services without prior evaluation and concurrence in the adverse determination by a physician licensed to practice in Mississippi. The physician who made the adverse determination shall discuss the reasons for any adverse determination with the affected health-care provider, if the provider so

requests. The physician shall comply with this request within 14 calendar days of being notified of a request.

### **2.5.3 Claim Audit Findings**

#### **1. Rationale for Findings**

The Contractor shall ensure the Mississippi Administrative Code section utilized in making an audit determination is applicable at the time the services are rendered. The Contractor shall review the Administrative Code on a regular basis for revisions and changes to policy used in making audit decisions. For applicable guidelines, refer to the Mississippi Administrative Code, Title 23, located on the DOM website <https://medicaid.ms.gov/providers/administrative-code/>. The Contractor shall document the rationale for the audit determination. This rationale shall list the audit findings, including a detailed description of federal, state, and Administrative Code sections that were violated and a statement as to whether the violation resulted in an improper payment. Because these decisions can be appealed, it is important the rationale be extremely clear and concise.

If an issue is brought to the attention of DOM by any means and DOM instructs the Contractor on the interpretation of any Mississippi Administrative Code section and/or federal and state regulations, the Contractor shall abide by DOM's decision.

#### **2. The Contractor shall have the capability and established procedures to review claims, and make the following determinations:**

##### **a. Coverage Determinations**

The RAC may find full or partial overpayment exists if the service is not covered and had not been prior authorized (i.e., it fails to meet one or more of the conditions for coverage listed below.) In order to be covered by Medicaid, a service must:

- 1) Be included as a covered service as described in the Mississippi Administrative Code; and,
- 2) The Contractor and providers must adhere to federal and state medical necessity standards. Medical necessity criteria and guidelines are specifically outlined in the Mississippi Administrative Code, Title 23, Part 200, Chapter 5, Rule 5.1, Medically Necessary. Medical necessity reviews are performed only in complex cases where an automated review does not render a verification of overpayment.

##### **b. Coding Determinations**

The Contractor may find that an overpayment or underpayment exists if the service is not correctly coded (i.e., it fails to meet one or more of the coding requirements listed in the International Classification of Disease (ICD), Coding Clinic, Healthcare Common Procedure Coding System (HCPCS), Current Procedural Terminology (CPT), or CPT Assistant and the findings result in a monetary discrepancy.

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c. Other Determinations

The Contractor may determine that an overpayment or underpayment exists if the claim was paid twice (i.e., duplicate claim), lack of eligibility at the time of payment, non-covered services, or was paid incorrectly.

d. Failure to Provide Requested Records

The Contractor may find a claim to be an overpayment if requested records are not received within 45 calendar days of the date of the medical record request letter. If a provider refuses to provide requested records, DOM will retract the full amount of the claim and the Contractor will receive the appropriate contingency fee.

## 2.6 Notice to Providers

1. In compliance with Mississippi Administrative Code, Title 23, Part 305, Chapter 1, upon completion of the audit, the Contractor, at its own expense, shall send a certified letter to providers informing them of both the preliminary and final audit results. Prior to mailing the letters, the Contractor shall supply an electronic record of the same data to the Office of Program Integrity. The Contractor may communicate electronically with the provider if the provider agrees to accept electronic communication and the Contractor is able to have a receipt or other evidence of delivery of the electronic communication. Electronic communication shall be included as part of the Contractor portal for DOM retrieval and/or sending of letters to providers. The Contractor must send all correspondence to a specified point of contact to include a designated person and/or designated unit or office of the billing provider. Prior to any mailings and bi-annually, the Contractor must validate that the contact information is accurate and up-to-date. The Contractor **MUST** compile and maintain current provider approved addresses and points of contact. The Contractor must update the provider information when updated information is received from the provider or from DOM via a provider file or from the Office of Program Integrity.
2. The Contractor shall develop a letter template for each letter type and shall include the toll-free customer service number on all templates. All correspondence with providers shall include the toll-free customer service number. Each letter template shall be reviewed and approved by DOM prior to use. Any changes that occur after the initial approval shall also be submitted to DOM for review and approval prior to use. Letter templates, including but not limited to the following, shall be developed:
  - a. Notice of Findings Letter
    - 1) The Notice of Findings letter shall clearly identify the potential discrepancies and document nationally recognized references and/or specific DOM rule violations for each discrepancy.
    - 2) The Notice of Findings letter shall include the Transaction Control Number (TCN), beneficiary's name, beneficiary's Medicaid ID number, date of service, and improper payment amount of each claim with discrepancies.
    - 3) The letter shall explain how to submit additional documentation regarding the potential discrepancies and identify how providers can send written or electronic

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requests for rebuttal prior to a final determination (e.g., U.S. mail, communications via the provider portal, web conferencing, telephonic conferences, etc.). The letter shall also explain that the provider has 30 calendar days from the date of the letter to request a rebuttal in writing to the Contractor.

b. Rebuttal/Reconsideration Letter

- 1) The provider must utilize the Contractor's rebuttal process to communicate discrepancies and/or disagreement with the Notice of Findings letter. Upon request by the provider or DOM, the Contractor must perform a case review to validate their findings within 45 calendar days of receiving the rebuttal request from the provider or DOM. Any adjustments to preliminary findings by the Contractor must be communicated in the form of a letter to the provider's specified point of contact via US mail, electronic mail, provider portal, or fax. A copy of all communications must be made available and retrievable in the Contractor portal.
- 2) The Rebuttal Determination Letter must:
  - a) Clearly explain the results of the Rebuttal review and the final determination of the review.
  - b) Identify the TCN(s), beneficiary's name, beneficiary's Medicaid ID number, date of service, and improper payment amount for each correctly identified claim that remains. Claims overturned or corrected by the Contractor should reflect the corrected improper payment amount or zero dollar amount.
  - c) Provide information to the provider about their right to request an Administrative Hearing with the Division of Medicaid and procedures for requesting an Administrative Hearing. The letters shall clearly state the time frame for filing a hearing request. The letter shall also include any pertinent rules as outlined in the Mississippi Administrative Code, Title 23, Part 300, Appeals.
  - d) Claims determined to have been identified in error and overturned shall be removed from the list before mailing the demand letter.

c. Demand Letter

Within 60 calendar days of the Notice of Findings letter, the Contractor, at its own expense, shall issue a Demand Letter by certified mail. The final Demand Letter shall include:

- 1) The TCN, beneficiary's name, beneficiary's Medicaid ID number, date of service, and improper payment amount of each claim with discrepancies and include a statement that DOM shall pursue measures of recovery including, but not limited to, offsetting future payments.
- 2) Information to the provider about their right to request an Administrative Hearing with the Division of Medicaid and procedures for requesting an Administrative Hearing. The letters shall clearly state the time frame for filing a hearing request and that the provider must complete the rebuttal process before requesting an Administrative Hearing. The letter shall also include any pertinent rules as outlined in the Mississippi Administrative Code, Title 23, Part 300, Appeals.



## **2.7 Tracking and Reporting Requirements**

### **2.7.1 Case File Maintenance**

The Contractor shall maintain a case file for every improper payment identified. This case file shall include all documentation concerning the improper payment, including description of all processes followed by the contractor, copies of all correspondence related to the case file, and a log of all conversations held with the provider or other individuals or on behalf of the provider, including complaints. The case file must be electronic. The Contractor shall have the capabilities to scan any paper case file received. The case file shall be easily accessible and made available within forty-eight (48) hours of DOM's request. At DOM's request or no later than fifteen (15) calendar days after contract termination, the Contractor shall turnover to DOM all case files in accordance with DOM instructions. The Contractor shall not destroy any supporting documentation relating to the identification or recovery process.

The Contractor shall maintain a secure tracking system that provides live up-to-date information on all cases. The Contractor shall allow system access via the internet to DOM staff or any designated agents working on its behalf for audit purposes. The system should track at the minimum the following information:

1. Dates and statuses of identified improper payments;
2. Dates and types of provider communications to the contractor;
3. Dates and types of provider education;
4. Identification numbers for each case file and claim; and,
5. Other corresponding documentation (e.g., Transaction Control Number).
6. Detailed explanation for status changes of identified improper payments.
7. Amounts of identified improper payments.
8. Contractor communication to providers
9. Identification number for each letter mailed to provider

### **2.7.2 Reporting and Contractor Invoices**

DOM will report all recoveries monthly to the Contractor. The Contractor portal/tracking system must be updated with all recoveries prior to submission of an invoice for payment. Contractor invoices shall be supported by data maintained in the tracking system. Invoices must be verified and approved by DOM in order to authorize payment.

The Contractor shall submit the monthly invoice with data report that supports the invoice. A report of all DOM recoveries for the month and Contractor data will be used

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for verification of invoices. The Contractor shall develop a data report format and the format must be approved by DOM.

These reports shall be available for download. Discrepancies must be notated along with supporting documentation. DOM will review data and invoices submitted by Contractor, and reimburse based on actual collections/recoveries. If discrepancies are identified with the invoice and/or the data report submitted, the invoice will not be approved and returned to the Contractor.

### **2.7.3 Reporting Requirements**

The Contractor shall have the capability and established procedures to provide, at a minimum, the following types of electronic reports.

1. Initial and Post Assessment

The Contractor shall provide a Program Vulnerability Report within 30 calendar days of the contract start date and contract end date. The assessment shall include: a) DOM's current landscape; b) development of a vision for future activities; and c) identification of specific actions to be considered for implementation to reach future goals.

2. Monthly Meetings/Conference Calls

Monthly meetings shall take place in person at the Division of Medicaid's Central Office or by video conferencing on a date/time agree upon by DOM and the Contractor. The meeting shall discuss the progress of work, evaluate any problems, discuss findings, and discuss plans for immediate next steps of the project and process improvements. The Contractor shall be responsible for setting up the meetings, preparing an agenda, including supporting materials, due to DOM at least five business days prior to meeting date for DOM review/approval, documenting the minutes of the meeting, and providing any other supporting materials as needed. Meeting summaries for all meetings held with DOM shall be provided to the Office of Program Integrity within five business days from the date of the meeting.

3. Monthly Audit Plan Progress Reports

The Contractor shall produce and distribute monthly on the fifth calendar day of each month, the administrative progress reports outlining all work accomplished during the previous month. The reports shall specify benchmarks, problems, and proposed solutions. These reports shall include the following:

- a. Complications completing any task,
- b. Upcoming provider outreach efforts,
- c. Process improvements to be completed by the Contractor,

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- d. Update of what vulnerability issues are being reviewed in the next month, including how issues were identified and what potential issues cannot be reviewed because of potentially ineffective policies,
  - e. Results of call center audits,
  - f. Recommended corrective actions for potential issues; and,
  - g. Action items.
4. Monthly status reports

The Contractor shall prepare and submit by the fifth calendar day of each month, a monthly status report of its findings with respect to the claims audited for each provider during the previous month. Status reports shall be separated to include an open case report, closed case report, and closed case-Other report. The Contractor shall develop a report template for each report type. Each report template must be reviewed and approved by DOM prior to use. These reports shall be submitted to the Office of Program Integrity.

a. Open Audit Case Report:

The open audit case report shall include a listing of all audit cases opened. This report shall include a section that lists audit cases opened in the specific reporting month and a section that includes a listing of all open audit cases year-to-date. The open audit case report shall include a summary page and any other criteria requested by DOM.

b. Closed Audit Case Report:

The closed audit case report shall include a listing of all audit cases closed. This report shall include a section that lists audit cases closed in the specific reporting month and a section that includes a listing of all closed audit cases year-to-date. The closed audit case report shall include a summary page and any other criteria specified by DOM.

c. Closed Case – Other Report:

The Closed Case – Other Report shall include a listing of all cases closed that do not fall under the description provided in 4.b., above. The closed case – other report shall include a summary page and any other criteria specified by DOM.

5. Quarterly Financial Report

The Contractor shall have the capability and established procedures to provide quarterly financial reports, by the fifth calendar day of the month following the quarter, outlining all work accomplished during the previous quarter. Financial reports shall be submitted to the Office of Program Integrity and, at a minimum, the reports shall include the following;

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- a. Overpayments identified,
- b. Overpayment collected – Amounts shall only be included if the amount has been collected by DOM,
- c. Underpayments identified,
- d. Underpayments paid back to provider – Amounts shall only be included if the amount has been paid back to the provider by DOM,
- e. Overpayments adjusted – Amounts to be included if a hearing has been decided in the provider's favor,
- f. Claims report – Number of claims reviewed by claim type and provider type, and,
- g. Any report requested by DOM.

6. Annual Reports

The Contractor shall have the capability and procedures to provide annual reports, due by July 31<sup>st</sup> of each year, summarizing work accomplished during the previous fiscal year. Annual reports shall be due to the Office of Program Integrity and shall include a report of all approved audits in process and all approved audits completed during the previous fiscal year. This report shall consist of an aggregate of all quarterly reports, recommendations by the Contractor for future reviews, changes in the review process, potential system or policy issues or any other findings related to the review of claims for fraud, waste, and abuse.

7. Additional Reporting

The Division of Medicaid Office of Program Integrity will provide templates for the following reports. These reports shall be due monthly on the fifth calendar day of the month following the month in which the data is derived:

- a. Appeals Report,
- b. Rebuttal Report,
- c. Call Center Report,
- d. Returned Mail Report,
- e. Record Requests/Abandonment Report,
- f. Fraud, Waste and Abuse Report:

The Contractor shall provide monthly reports due by the fifth calendar day of the month following the month in which the suspected fraud was reported. This

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report shall clearly identify providers, including all provider numbers (sole practitioners or groups), who appear to have a pattern of fraudulent, abusive,

wasteful, erroneous or inappropriate use of Medicaid funds in accordance with Medicaid policy, regulations and statutes. The Contractor shall provide supporting documentation and consultation upon request by DOM. The Contractor shall not provide information to any other agency unless requested by DOM. The Contractor shall not interact with any outside agency unless approved by DOM.

The Contractor shall have the capability and established procedures to report and present information to DOM that identifies any provider or entity alleged to have committed fraud. Information shall include, but not be limited to:

- 1) All active provider numbers in which an identified provider is billing Medicaid (it is the responsibility of the Contractor to verify the provider is actively billing Medicaid);
- 2) The name, address, and telephone number with a detailed narrative of the suspected inappropriate billing; and,
- 3) All associated files.

8. Final Report (End of Contract)

The final report shall be submitted electronically at least 45 calendar days after the contract ends. Specifically, the final report shall provide:

- a. All amounts identified and demanded, all amounts collected, and all amounts still outstanding at the end of the contract period;
- b. A brief listing of all identification methods or other new processes utilized and their success or failure;
- c. A final assessment of the program;
- d. An assessment of advantages or disadvantages encountered;
- e. Recommendations for future activities; and,
- f. An opinion of whether the contract was a success or failure; and provide support for either opinion.

Abstract/summary of the final report shall be submitted four weeks prior to final report due date unless otherwise agreed upon. DOM staff will review materials and provide comments back to the contractor within two weeks, allowing two additional weeks for the contractor to make any necessary revisions. All data files and programs created under this project shall be the sole property of DOM and provided to DOM upon request in the appropriate format.

## **2.8 Recoupments of Medicaid Payments**

DOM will pursue the recoupment of identified overpayments. Following the completion of the audit, the Contractor will notify the provider in writing, as outlined in Section 2.7, of the specific claim details and amount owed by the provider, as well as information concerning appeal rights available to the provider.

### **2.8.1 Adjustment Process**

DOM uses recoupment, as defined in 42 C.F.R. § 405.370 to recover a large percentage of all Medicaid provider overpayments. Recoupment is the recovery of any incorrect payments or overpayments made by reducing present or future provider payments and applying the amount withheld to the indebtedness. Overpayments identified by the Contractor and demanded by DOM will also be subject to the existing withholding procedures.

In some cases providers will be instructed to forward refund checks to the appropriate DOM address. If the Contractor receives a refund check, the contractor shall forward the check to the appropriate DOM address, maintaining a front and back copy of the check in the appropriate overpayment case file. The Contractor must maintain a check log which includes the check number, date received and date the check is mailed to DOM.

### **2.8.2 Repayment through Installment Agreements**

In certain cases, DOM, at its discretion, may allow providers to repay amounts through installment plans. DOM may approve installment plans up to 12 months in length. The Contractor shall receive a contingency payment for each payment made as part of the installment plan.

### **2.8.3 Compromise and/or Settlement of Overpayment**

The Contractor shall not have any authority to compromise and/or settle an identified or possible overpayment. Compromise requests shall be forwarded to DOM's Office of Program Integrity for determination and negotiation. The Contractor shall receive a contingency payment for the portion of principal that was recouped, providing that a demand letter was sent based on the Contractor's identification prior to the compromise and/or settlement offer being received.

## **2.9 Contractor Payment**

DOM will pay a percentage of all recoveries in accordance with 42 C.F.R. § 455.510 and Section 2.10.1. Actual recoveries are the overpayment amounts refunded to DOM by the providers, whether by check or through debit adjustment to their Medicaid reimbursement.

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Total fees paid to the Contractor include both the amounts associated with overpayments and underpayments. The Contractor will not receive a contingency fee for claims that a Medicaid provider identifies and self-reports as an overpayment due to a self-audit. Claims identified as a result of a self-audit should be forwarded to DOM, Office of Program Integrity for review. Due to statutory limitations, total fees paid must not exceed the amounts of overpayments collected. No specific or lump-sum payment shall be made by DOM for Implementation or Turnover Phase services. Costs for such services shall be encompassed in the Operations Phase. Bidder shall acknowledge in writing its understanding of payment terms.

### **2.9.1 Payment Methodology**

The Contractor shall only receive payments for overpayments identified and actually recovered by DOM and underpayments identified and paid back to providers. All payments for validated overpayments/underpayments shall be paid only on a contingency fee basis as follows:

1. Payment shall not be made on any interest collected;
2. Payment shall not be made on amounts found later to have been originally paid correctly;
3. Payments shall not exceed the amount of recoveries made; and,
4. The contingency fee may be no greater than the maximum fee paid to Medicare Recovery Audit Contractors.
5. Payments shall not be made on duplicate claims when identified as improper payment.
6. Payments shall not be made on claims that have been adjusted by the fiscal agent to correct a payment error.

### **2.9.2 Invoices Format**

Contractor affirms invoices shall be submitted to DOM in line item format as determined by DOM.

### **2.9.3 Erroneous Issuance of Compensation**

In the event compensation to the Contractor of any kind is issued in error, the Contractor shall reimburse DOM the full amount of erroneous payment within thirty (30) calendar days of written notice or discovery of such error. If payment is not made within thirty (30) calendar days following notice, DOM may deduct the amount from the Contractor's monthly administrative invoice.

### **2.9.4 Final Payment and Release**

DOM will issue a final payment to the Contractor upon successful completion and acceptance of the described work, services, and the delivery of the required

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documentation. The Contractor will receive a final contingency payment **only** for overpayment amounts *recovered* plus contingency fees on underpayments discovered that are paid to a provider, not on overpayments or underpayments *identified*.

Upon final payment of the amounts due under this contract, the Contractor shall release DOM, its officers, employees, and the State of Mississippi from all liabilities and obligations whatsoever under or arising from this contract.

Payment to the Contractor by DOM shall not constitute final release of the Contractor. Should audit or inspection of the Contractor's records or provider complaints subsequently reveal outstanding Contractor liabilities or obligations, the Contractor shall remain liable to DOM for such liabilities and obligations. Any overpayments by DOM shall be subject to any appropriate recoupment to which DOM is lawfully entitled. Any payment under this contract shall not foreclose the right of DOM to recover excessive or illegal payments as well as interest, attorney fees, and costs incurred in such recovery.

## **2.10 Support During the Appeal Process and Other Conflict Resolution**

Medicaid Providers of services are given appeal rights for specified adverse action including improper payments identified by the Contractor. DOM has an appeals process sufficient to handle appeal requests related to the Contractor's identification of improper payments, as stated in the Mississippi Administrative Code, Title 23, Part 300, Appeals. The rebuttal process must have been completed and a determination rendered before the provider can request an Administrative Hearing. DOM reserves the right to decline to pursue collection for overpayments that fail to reach the \$5,000.00 threshold.

If a provider files an appeal disputing the overpayment determination and the appeal is adjudicated in the provider's favor at any level, the Contractor will not be paid a contingency fee until monies, if any, are recovered. If the Contractor has received payment for an overpayment, and the determination is reversed, at any level, then the Contractor must return the contingency fees associated with that payment to DOM within 30calendar days of notification from DOM.

The Contractor shall provide support to DOM, or its designee, in defense of the improper payment finding throughout all levels of the administrative appeal and in regards to any other litigation or dispute resolution. This includes providing supporting documentation (including the medical record) with appropriate reference to Medicaid statutes, regulations, manuals, instructions, and, when requested, live testimony. The Contractor shall provide assistance and attend in person any hearings associated with the overpayment when requested by DOM.

DOM will notify the Contractor of the appeal request and the outcome of each applicable appeal level.

## **2.11 Public Relations, Outreach, and Customer Service**

The initial project plan shall include a section covering provider outreach. In lieu of Provider On-site visits, the Contractor shall, on a regular basis, identify top providers with repetitive inappropriate billing tendencies relevant to audit plans and conduct provider outreach and education. On-site visits may be required as requested by the provider or directed by DOM. DOM will announce the use of the Contractor to the provider community. All other provider/stakeholder education and outreach concerning the use of Contractor will be the



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responsibility of the Contractor. The selected Contractor will be responsible for performing the necessary provider outreach to notify provider communities of the purpose and direction of the RAC program no later than 90 days after Contract Award. The Contractor will discuss issues and answer questions, as appropriate, to assist in the education of the provider community prior to

collecting any overpayments for that project. The Contractor will develop provider education materials as needed via web or hardcopy to address challenges/ complications identified in the Monthly Audit Plan Progress Report. Any presentation and/or written information produced by Contractor for distribution to providers, beneficiaries, and/or other stakeholders shall be submitted to DOM 30 calendar days prior to the planned distribution for review and approval. DOM requires provider education materials be submitted 30 calendar days prior to operations start date and annually thereafter. The Contractor shall be responsible for developing a quarterly educational article for the DOM provider newsletter.

Contractor personnel shall attend any in-person or video conference provider or stakeholder meetings and workshops when requested by DOM. Contractor personnel including the Contractor's project manager shall attend legislative or other governmental staff information sessions when requested by DOM.

The Contractor shall provide a toll-free customer service telephone line which shall be staffed by qualified personnel Monday through Friday during normal business hours from 8:00 a.m. to 5:00 p.m. Central Time Zone. All Contractor correspondence shall contain the toll-free customer service number.

The staff answering the customer service lines shall be knowledgeable of the Medicaid (RAC) program. The customer service staff shall provide professional, prompt, and courteous customer service. Staff shall greet the caller and identify themselves by name when answering, treat all callers with dignity, and respect the caller's right to privacy and confidentiality. All calls shall be recorded and monitored for quality assurance. The Contractor shall provide remote call monitoring capability to DOM personnel. The phone system must notify all callers that the call will be recorded and monitored for quality assurance and program integrity purposes. The Contractor shall retain a written report of contact for all telephone inquiries and supply it to DOM when requested.

The customer service staff shall have access to all Contractor identified improper payments and shall be knowledgeable of all possible recovery methods and the appeal rights of the provider. In the event that, the customer service representative cannot satisfy the caller's request, the staff person responsible for that overpayment shall return the call within one (1) business day. The Contractor shall provide a translator or language line, with availability during hours of operation within one (1) business day of the provider's original call.

The Contractor shall utilize a Quality Assurance (QA) program to ensure that all customer service representatives are knowledgeable, respectful to providers, and providing timely follow-up calls when necessary. The Customer Service QA program shall be described in detail in the proposal including a process that outlines how provider complaints are addressed. The QA process shall ensure that all provider complaints are properly followed up and directed to the correct personnel. The Contractor shall audit 10% of call center calls and this audit should be included on the monthly report.

The Contractor shall respond to written correspondence within 30 calendar days of receipt. The

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Contractor shall provide copies to DOM, of all correspondence indicating displeasure with the Contractor, within 10 calendar days of receipt of such correspondence.

The provider outreach plan should include a component on customer service and should be updated with the project plan, as needed. If the customer service plan is determined by DOM to be inappropriate or ineffective DOM may stop work. A “stop work order” would be effective

until DOM was satisfied with all improvements made in the customer service area.

## **2.12 Information Technology and Systems Requirements**

The Contractor shall have the capacity (hardware, software, and personnel) sufficient to fully manage and report on the program described in this IFB. The Contractor shall provide all personal computers, printers, and equipment to accomplish the services throughout the contract term. The Contractor shall establish and maintain back-up and recovery procedures to meet industry standards.

The Contractor shall comply with all DOM privacy and security requirements. The Contractor shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended.

DOM will provide the Contractor a claims extract file. The claims extract will identify improper payments during a defined audit period, which may not exceed a maximum three-year claims look-back period from the date the claim was filed, unless DOM authorizes a different time period. DOM’s standard claim extract file (Attachment C) is available via a monthly feed at no cost.

Bidders shall establish a system that meets or exceeds the functionality defined below:

1. Case Tracking – Provider Web Portal
  - a. The Contractor will implement a secure, password-protected web-based system for managing cases and tracking audit and review findings. DOM and the Contractor will determine appropriate security constraints for each user access level.
  - b. Web portal functionality shall include a minimum of the following:
    - 1) Be securely accessible at no additional cost to providers (who are or have been under review or audit by the RAC);
    - 2) Be securely accessible by authorized DOM staff at no additional cost;
    - 3) Allow Providers to securely submit medical records requested by the Contractor via the portal;
    - 4) Allow authorized DOM staff to upload documentation via the portal;
    - 5) Allow access and view of uploaded documents by Providers and authorized DOM staff;
    - 6) Have search functionality within the web portal available to Providers and authorized DOM staff;

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- 7) Provide date and time stamping for all provider, DOM and Contractor entries;
- 8) Provide authorized DOM staff view access of all components that were used to identify improper payments, recovery and tracking;
- 9) Allow view access to authorized DOM staff identifying specific claim lines under audit by the Contractor; and,
- 10) Provide view access to each case file for providers and authorized DOM staff including status of review/audit.
  - a) Each provider case file shall include, but not be limited to:
    - (1) Claim lines and TCNs for dates of service;
    - (2) Copies of provider clinical and administrative records;
    - (3) Copies of any correspondence sent or received by Contractor concerning provider case;
    - (4) Copies of letters, charts, reports, summaries, certified mail receipts, and other documents created by the Contractor for the case; and
    - (5) Appeal hearing documents.
  - b) Case files shall be available for view access through-out the term of the contract.
  - c) The Contractor shall inform DOM at least 90 days in advance of any changes to information technology systems that would affect the Contractor's ability to fulfill the obligations of this IFB.

2. Internet Presence and Website

The Contractor shall develop, host and maintain a website in addition to the provider portal, that is specific to the Mississippi RAC program. The Contractor shall provide specific up-to-date information about the program and resource information on a non-secure section of the website. The website shall provide:

- a. Access to Provider education newsletter, updates, or Provider notices,
- b. Access to Provider Update link,
- c. Link to DOM Provider website page, and
- d. Link to current Audit plans, Provider Education-newsletter).
- e. Mechanism for Providers to contact the Contractor and submit inquiries. Inquiries must be retrieved daily and a response to provider completed within 48 hours.

3. Compliance with Enterprise Security Policy

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Any IT solution proposed in response to this IFB 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 reserves the right to introduce new policy during the term of the contract resulting from this IFB and require the Vendor 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 at <https://www.sos.ms.gov/adminsearch/ACCCode/00000312c.pdf>. The HIPAA Privacy & Security Rules can be found at 45 CFR Parts 160 and 164. The Bidder may also request individual sections of the Enterprise Security Policy or request the entire document by contacting the Office of Procurement at [procurement@medicaid.ms.gov](mailto:procurement@medicaid.ms.gov).

Upon award, Bidder shall include a copy of their current Security Plan/Strategy with their Bid. Due to the amount of Personal Protected Health Information handled by DOM, security is of the utmost importance. Bidder’s Security Plan should specifically describe how the Bidder 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 Bidder 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.

## **2.13 Organizational Conflict of Interest**

The Contractor must demonstrate the absence of an actual, potential or apparent organizational conflict of interest. An actual, potential or apparent conflict may exist if a Contractor, through their parent company, subsidiaries or affiliates, has a relationship with a contractor performing claims processing, monitoring, or auditing activities. The Contractor is prohibited from receiving contingency fees on claims processed by affiliates in which improper payments are identified. Bidders shall identify potential sources of conflict of interest.

If DOM becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information to attempt to resolve the conflict. A Contractor with a suspected conflict of interest will have five business days from the date of notification of the conflict by DOM to provide complete information regarding the suspected conflict. If determined by DOM that a conflict exists that cannot be resolved to the satisfaction of DOM, the conflict will be grounds for terminating the Contract. DOM may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

## **2.14 Contractor Responsibilities**

### **2.14.1 General Contractor Responsibilities**

1. Secure any necessary approvals and clearances required to conduct the tasks required by this IFB.

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2. Select and establish a site(s) at which all Contractor functions will be performed, permanently, and temporarily, if necessary. The contractor shall obtain DOM acceptance of site selection in writing.
3. Provide a system for effective communication with a variety of entities, including but not limited to, employers, providers, and beneficiaries. This communication shall include a toll-free number to answer inquiries. The toll-free line must be operable and manned by qualified staff during normal business hours, Monday through Friday, from 8:00 a.m. – 5:00 p.m. central time zone.
4. The Contractor's project manager shall be available and prepared to meet with DOM staff and other individuals as requested for the discussion of the IFB and contract requirements. The project manager shall also be prepared to answer pertinent inquiries regarding the program, its implementation, and operation. Meetings between the representatives of the Contractor and DOM shall be on an as-needed basis throughout the implementation phase and on a monthly basis, or as otherwise required by DOM during the operations phase.
5. Submit monthly invoices to DOM based on finalized recoveries (i.e., those that the provider does not challenge or that have completed administrative appeals process). Invoices shall be submitted no later than the end of the month following the month in which overpayment was recovered and reported by DOM to the Contractor. The Contractor shall be paid on a monthly fixed contingency basis.
6. The Contractor shall be required to assist in the eventuality of an audit, appeals, and court appearances as necessary.
7. The Contractor shall perform all of the services and shall develop, produce, and deliver to the Division all of the statements, reports, data, accountings, claims and documentation described herein, in compliance with all the provisions of this Contract.
8. The Contractor shall acknowledge receipt of the Division's written, electronic, or oral requests for assistance no later than one (1) business day from receipt of the request from the Division, and the request shall be completed by Contractor to the satisfaction of the Division within five business days from the date of receipt unless another time frame is specified by the Division. Requests by Contractor for extension of the time frame may be granted by the Division in its discretion. The Contractor shall acknowledge the Division's request for assistance in writing via email and must include the required date of resolution. Upon completion of request, the Contractor must respond via email with the resolution due date, a description of the request from the Division, and the Contractor's resolution to the Division's request.

#### **2.14.2 Detailed Contractor Responsibilities**

At a minimum, the Contractor shall:

1. Provide a Medicaid Overpayment Recovery Audit Solution that will identify improper payments and recover payments of inappropriate billings by providers.

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2. Be proficient in performing medical payment error risk assessments, detecting overpayment/underpayment errors, utilizing efficient methods for overpayment error detection including computer algorithms to identify payment anomalies, handling large volumes of data, understanding control systems and weaknesses, and overpayment recovery.
3. Conduct data mining and data analysis to identify inappropriate payments that will result in recoveries from providers.
4. Conduct automated pre-adjudication review of claims, inclusive of existing system edits, and those of contractor.
5. Conduct post-payment audits after written notice to providers of the intent to conduct such audit.
6. Utilize generally accepted auditing standards during the course of each audit to ensure due diligence in its efforts to identify funds legitimately owed to the State.
7. Develop and maintain an audit workflow program that allows compilation and generation of audit work papers, audit reports, etc. Develop and maintain intuitive reporting tools that will allow users and management to request parameterized reports for various areas.
8. Furnish all material, labor, computers, software, equipment, and supplies necessary to perform their services.
9. Be responsible for all travel expenses.
10. Be responsible for data transmission costs.
11. Shall not remove any original records from the State offices.
12. Be responsible for incidental expenses related to this contract.
13. Follow all related laws, statutes, rules, and contract terms in its collection activities.
14. Describe each specific overpayment scenario. Each scenario must show the State proof of the overpayment and the specifics regarding the providers, clients, and services that the scenario covers.
15. Present recommendation and impact analysis for each scenario to the Office of Program Integrity for approval before pursuing recovery and contacting providers.
16. Provide a description of the complete process for identifying the incorrect payment scenario.
17. Identify each specific incorrect payment and provide the details to the State for updating claims history.
18. Identify each specific collection and provide the details to update claims history.

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19. Identify particular billing codes that may be over-utilized by providers and provide notice to the provider of over-utilization..
20. Conduct clinical, medical, and utilization reviews of entities furnishing items and services for payment, which must be in compliance with established State and Federal law and regulations. These reviews must be conducted by certified clinicians.
21. Provide a complete description of the data required to be sent from the State to the contractor.
22. Provide a solution that will have minimal impact on the current operations of the MRP.
23. Provide a description of the solution; including a high-level diagram of expected data flow.
24. Describe and document the source authorities utilized to determine the validity of the incorrect payments.
25. Educate providers with overpayment issues in the proper reporting of health care services in order to permanently correct errors in billing. All training shall be performed using a collaborative and provider-centric approach.
26. Shall not seek legal representation or pursue any judicial action surrounding the overpayment recovery and collection activities.
27. Identify improper payments only during the defined audit period, which may not exceed a maximum three-year claims look-back period from the date the claim was filed unless DOM authorizes a different time period.
28. Identify overpayments/underpayments only for authorized provider types and services determined by the State. Submit reports to the State of all potential findings for validation with the State by contractor and verified against past audit recoveries.
29. Submit itemized statements to DOM, with details for all recoveries, for authorization of recoveries and contingency fee reimbursement.
30. Retain all audit and recovery documentation for ten (10) years following the final payment under this contract or the date upon which all questions involving the overpayment's validity are resolved, whichever happens last.
31. Receive payment of only those funds recovered based on efforts by contractors and no other sources.
32. Receive payment of only those funds that DOM seeks to recover in accordance with discretionary threshold amounts.
33. Participate in formal hearings/appeals and provide expert testimony.

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34. For providers identified as receiving overpayments, assist the State through the provider dispute process that includes responding to providers following the initial notification of overpayments, answering telephone inquiries, reviewing provider documentation, tracking communications and status, and providing recommendations for resolution of overpayment disputes.
35. Coordinate with other audits to avoid overlap and duplication of effort with other recovery efforts.
36. Mail all demand, findings, and rebuttal letters via certified mail to providers. Medical Record Request letters must be mailed via certified mail if HIPAA information is included.
37. Post copies of all correspondence mailed and/or sent electronically via email or fax to providers, within 72 hours, to the portal,Te including but not limited to the following: demand, findings, and rebuttal response letters.
38. Shall not render any decisions after the issuance of a demand letter unless at the request of the DOM, Office of Program Integrity.
39. Report and refer all potential/suspected fraud, waste, and abuse cases to the State.
40. Report and send uncollectable debts to DOM.
41. Recommend system changes to prevent future overpayments.
42. Conduct medical chart/documentation review. Contractor should refer to Title 23 of the Mississippi Administrative Code in its entirety and specifically Title 23, Part 200, Rule 1.3.
43. Provide secure transmission of data exchange.
44. Provide initial and ongoing expert support for correct payment principles and best practices.
45. Edit claims based on the Title 23 of the Mississippi Administrative Code in effect on the date of service.
46. Develop and maintain a current and user-friendly provider internet website for education, notices, and resource information.

## **2.15 State Responsibilities**

The Division of Medicaid shall provide the following:

1. Identify cases where the State or other authorities have initiated investigations, collections, reviews, audits, etc., and share that information with Contractor.
2. Supply extract of claims/encounters for specified dates of services.



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3. Provide Policy and Operations experts and executive management to validate and approve each scenario before Contractor contacts providers.
4. Notify Contractor once overpayments have been collected.
5. Update MESA or designated case tracking system with claim specific collection details to allow correct CMS reporting.
6. Evaluate requests for offset against future payments where immediate recovery would undermine the business operations of the provider. If State approves such a request,
7. Contractor' contingency payment will only include credit for the actual offsets as they occur during the life of the contract.
8. Monitor Contractor's performance.

## **2.16 Staffing Requirements**

The Contractor must provide a detailed Organizational Chart and Staffing Plan that includes the name, title, and duties of each key staff person. In the event that a key staff person is found unacceptable by DOM based on performance of duties and deliverables, the Contractor will be expected to replace that staff person with a different individual who meets the required qualifications, can perform the required duties, and shall comply with all contract requirements and deliverables. The Contractor must notify DOM within five business days of learning that any key position is vacant or anticipated to be vacant within the next 30 calendar days. Replacement of any key staff person should be accomplished within 90 calendar days of the position vacancy, regardless of the reason for the vacancy, unless a longer period is approved by DOM.

The Contractor may not make any permanent or temporary changes in key personnel assigned to this Contract without DOM's prior written approval. DOM reserves the right to approve all key staff persons assigned to this Contract prior to the assignment being effective. DOM may impose assessments if any key personnel positions remain vacant for greater than 90 calendar days. If the position is filled without DOM approval, DOM may impose assessments.

Prior to diverting any of the specified key personnel for any reason, the Contractor must notify DOM in writing within 30 calendar days, and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the delivery of covered services as described in this IFB. These changes are to be reported when individuals leave or are added to key positions.

An in-person interview with DOM is required at least five business days prior to the proposed start date of assignment of any key staff person to this Contract. Resumes and references must be submitted to DOM for review and approval at least five business days prior to the in-person interview. At least three professional references for each key staff person are required. Resumes must demonstrate that the individual has the educational background and work experience that meet the requirements and support the individual's ability to perform the duties of the position.

The Contractor must provide an updated Organizational Chart and Staffing Plan that identifies each staff person assigned to this Contract and update this Chart and Staffing Plan when there

are changes in key personnel.

Staffing levels must be sufficient to complete the responsibilities outlined in this IFB. The Contractor must have all necessary and up-to-date business licenses, registrations, and professional certifications at the time of contracting to be able to do business in Mississippi. The Contractor shall be responsible for assuring that all persons (including but not limited to employees, agents, and sub-contractors) are legally authorized to render services described in the Contract under applicable State laws and/or regulations. The Contractor shall not have an employment, consulting, or any other agreement with a person that has been debarred or suspended by any Federal or state agency, licensing agency or certification board for the provision of items or services related to the entity's contractual obligation to the State.

## **2.17 Key Personnel**

Bidders shall have the following key personnel and describe in writing its ability to provide the required key personnel.

1. Project Manager – This key staff person will be the person responsible for implementation of the contract requirements, including all deliverables for this phase. This person must have experience in project management in an Overpayment/Underpayment Recovery Program and must have a college or university degree in public health, public administration, hospital administration, nursing or business administration with a health-care emphasis. Individual must have general knowledge of the Medicaid program, particularly coverage and payment rules, with relevant experience in managing complex projects, conducting audits of Medicaid providers, systems and personnel for at least five years, and relevant experience in conducting health care audits for at least five years.
2. Data/Information Systems Manager – This key staff person will be responsible for developing and implementing all requirements related to hardware and software, data collection, information management, file transfers, and data coordination with DOM's fiscal agent. This person should be skilled and experienced with data systems in an Overpayment/Underpayment Recovery Program and be able to work with DOM and the fiscal agent to develop and implement a data and information systems plan for implementation and operations. This person must have a college or university degree in information systems management, computer science, or business administration with emphasis in information systems management, or similar degrees that relate to the required job duties and at least five years relevant experience.
3. Customer Service Manager – This key staff person will be responsible for management of the customer service staff. This person must have two years of experience in management and must have a college or university degree in business administration, public administration, public health management, or other related field.
4. Medical Director – This key staff person will be responsible for management of the physicians, certified coders, and other clinicians. This person must have experience in management of clinical review, and must have appropriate academic and clinical certifications. This person must be a Mississippi licensed physician, as required by Miss. Code Ann. § 41-83-31, for adverse determinations. A copy of the Mississippi license must be submitted to DOM within 60 calendar days of the contract start date. This key person must have relevant Medicaid experience in the health insurance industry, with a utilization review firm or a health care claims processing organization in a role that involved developing

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coverage or medical necessity policies and guidelines. If at any time during the contract the Medical Director must be replaced, the new Medical Director must obtain a current MS license within 60 calendar days from date of hire. During the period for which there is no MS licensed Medical Director, all audit processes must cease. The Medical Director must also meet the following requirements:

- a. Education resulting in a receipt of Doctor of Medicine or Doctor of Osteopathy degree;
  - b. A current, active, unrestricted MS license to practice medicine as a Doctor of Medicine or Doctor of Osteopathy;
  - c. Board-certification in a medical specialty and at least three years of medical practice as a board-certified physician; and,
  - d. Public relations experience, preferably working with physician groups, beneficiary organizations, and/or congressional offices.
5. Medical Staff – Medical staff persons shall include physicians, nurses, therapists, and certified coders. All duties must be clearly defined and responsibilities must be directly related to program operations and must conform with Federal and State laws and regulations.
  6. Audit Manager – This key staff person must have relevant experience personally conducting audits of health care providers and directly supervising the work of other health care auditors. The Audit Manager shall have detailed knowledge of the Generally Accepted Governmental Auditing Standards and have at least three years of experience in conducting audits under those standards. The Audit Manager shall have working knowledge of the Medicaid program and have detailed knowledge of Medicaid coverage, reimbursement, policies, and regulations. A Bachelor's degree or higher in Accounting or Auditing is required. The Audit Manager shall be a Certified Public Accountant in good standing.
  7. Medical Review Utilization Manager – This key staff person must be an individual with recent and relevant supervisory experience in medical utilization review. The Medical Review Utilization Manager shall possess a Bachelor's degree in nursing and/or social or health service with an active Registered Nurse license. The Medical Review Utilization Manager shall possess the ability and skills to appropriately interpret State Medicaid regulations and policies.
  8. Statistician – This key staff person must be an individual with relevant and recent experience in the use of statistics to support audit sampling and extrapolations. Knowledge of health care information and claims data (NCCI, ICD 10 codes and all successors, physician specialty codes, survey and certification data etc.) is also required.
  9. Other Key Support Staff – Other key staff persons as assigned by the Contractor. All duties must be clearly defined and responsibilities must be directly related to program operations.

## **2.18 Contract Phases**

### **2.18.1 Implementation Phase**

The Implementation Phase encompasses those activities required to ensure a smooth transition from the existing process to the successful Bidder. 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 Contractor, and on an annual basis thereafter. It is anticipated that the implementation phase shall begin June 1, 2022.

The Contractor shall create comprehensive plans, with DOM approval, prior to undertaking all facets of the development and implementation of the contract. The initial work plan shall be submitted to DOM fourteen (14) calendar days post award, with updates submitted weekly. The work plan shall be logical in sequence of events including appropriate review time by DOM and sufficient detail for review. The plans shall include a narrative that provides an overview of the approach that shall result in an orderly transition of responsibilities. It shall encompass all activities necessary to assume the responsibilities outlined in this IFB in addition to a back-up disaster recovery plan.

The Contractor shall be responsible for the preparation and execution of a final implementation plan. This plan shall be based upon the requirements of this IFB and coordinated with DOM to ensure readiness to complete required tasks by specified dates. The Contractor shall develop an implementation plan to be approved by DOM that outlines 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 by close of business on Friday. 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.

### **2.18.2 Operational Phase**

During the operational phase, the Contractor shall perform the responsibilities described in this IFB. 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.

### **2.18.3 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

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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,
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 time frames 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.

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## **3.0 PROCUREMENT PROCESS**

### **3.1 Approach**

This IFB is designed to provide the Bidder with the information necessary to prepare a competitive Bid. The IFB process is designed to give DOM a quality service at the lowest price from a responsive and responsible Bidder. DOM reserves the right to interpret the language of this IFB or its requirements in a manner that is in the best interest of the State.

DOM shall ensure the fair and equitable treatment of all persons and Bidders in regards to the procurement process. The procurement process provides for the evaluation of the IFB and selection of the lowest and most responsive and responsible Bidder 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*.

Submission of a sealed bid in response to this IFB constitutes acceptance of the following:

1. The conditions governing the procurement process,
2. The bidder meets eligibility and minimum qualifications described in Section 1.3 of this IFB,
3. The price submission methodology in Attachment B,
4. Certification that the Bidders submitted bid is firm and binding for 180 calendar days, and,
5. Acknowledgment of the detailed descriptions of the Mississippi Medicaid Program and the Recovery Audit Contractor requirements.

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 Bidder being disqualified.

### **3.2 Multi-Term Contracts**

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 three years with two optional one-year renewals, 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.

### **3.2.1 Requirements**

1. The Contractor shall be expected to provide Recovery Audit services for three years with two optional one-year renewals,
2. A unit price shall be given for each service, and that unit price shall be the same throughout the contract,
3. A multi-term contract shall 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,
4. The Procurement Officer shall notify the Contractor on the timely basis that the funds are or are not available for the continuation of the contract for each succeeding fiscal period, and,
5. A multi-term contract may be awarded. The contract shall be awarded to the lowest and most responsive and responsible Bidder.

### **3.3 Rules of Procurement**

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

Additionally, this procurement is governed by the Mississippi PPRB OPSCR Rules and Regulations, effective date January 18, 2020, located on this website: <https://www.dfa.ms.gov/>, the requirements of Miss. Code Ann. §§ 31-7-401 through -423, and any other applicable law.

All applicable rules, regulations, and legal authorities will be applied as necessary in this procurement, regardless of whether it is specifically stated herein.

#### **3.3.1 Restrictions on Communications with DOM staff**

From the issue date of this IFB until a Contractor is selected and the contract is signed, Bidders and/or their representatives are not allowed to communicate with any DOM staff regarding this procurement except the IFB Issuing Officer.

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

#### **3.3.2 Amendments to this IFB**

DOM reserves the right to amend the IFB at any time. All amendments shall be posted to the DOM website at [www.medicaid.ms.gov/resources/procurement](http://www.medicaid.ms.gov/resources/procurement) and the Mississippi Contract/Procurement Opportunity Search Portal website, [https://www.ms.gov/dfa/contract\\_bid\\_search/Bid?autoloadGrid=False](https://www.ms.gov/dfa/contract_bid_search/Bid?autoloadGrid=False).

### **3.3.3 Certification of Independent Price Determination**

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

### **3.3.4 Acceptance of Bids**

After receipt of the bids, DOM reserves the right to award the contract based on the terms, conditions, and premises of the IFB and the bid of the selected Contractor without negotiation.

All bids properly submitted shall be accepted by DOM. After review DOM may request necessary amendments from all Bidders, reject any or all bids received, or cancel this IFB, according to the best interest of DOM and the State of Mississippi.

DOM also reserves the right to waive minor irregularities in bids providing such action is in the best interest of DOM and the State of Mississippi. A minor irregularity is defined as a variation of the IFB which does not affect the price of the bid, 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 IFB requirements or excuse the Bidder from full compliance with the IFB specifications and other contract requirements if the Bidder is awarded the contract.

DOM reserves the right to exclude any and all non-responsive bids from any consideration for contract award. DOM shall award a firm fixed price contract to the Bidder whose offer is responsive to the solicitation and is most advantageous to DOM and the State of Mississippi in price, quality, and other factors considered.

### **3.3.5 Rejection of Bids**

A bid may be rejected for failure to conform to the rules or the requirements contained in this IFB. Bids shall be responsive to all requirements of the IFB in order to be considered for contract award. DOM reserves the right at any time to cancel the IFB, or after the bids are received to reject any of the submitted bids determined to be non-responsive. Reasons for rejecting a bid include, but are not limited to, the following:

1. The bid contains unauthorized amendments to the requirements of the IFB;
2. The bid is conditional;



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3. The bid is incomplete or contains irregularities that make the bid indefinite or ambiguous;
4. The bid is not signed by an authorized representative of the party;
5. The bid contains false or misleading statements or references;
6. The Bidder is determined to be non-responsible as specified in Section 4.3.9 below;
7. The bid ultimately fails to meet the announced requirements of the State in some material aspect;
8. The bid price is clearly unreasonable based on DOM's assessment of the Contractor's anticipated level of effort necessary to perform the work;
9. The bid is not responsive, i.e., does not conform in all material respects to the IFB;
10. The supply or service item offered in the bid is unacceptable by reason of its failure to meet the requirements of the specifications or permissible alternates or other acceptability criteria set forth in the IFB;
11. The Bidder does not comply with the Bid Submission Requirements as set forth in this IFB; and,
12. The Bidder currently owes the State money.
13. Lack of competitiveness by reason of collusion or knowledge that reasonably available competition was not received.
14. Error in specifications or indication that revisions would be to the State's advantage.
15. Cancellation or changes in the intended project or other determination that the proposed requirement is no longer needed.
16. Limitation or lack of available funds.

### **3.3.6 Alternate Bids**

Each Bidder, its subsidiaries, affiliates, or related entities shall be limited to one Bid which is responsive to the requirements of this IFB. Failure to submit a responsive bid shall result in the rejection of the Bidder's bid. Submission of more than one bid by a Bidder may, at the discretion of DOM, result in the summary rejection of all bids submitted. A Bidder's bids shall not include variable or multiple pricing options.

### **3.3.7 Bid Amendments and Withdrawal**

Prior to the bid due date, a submitted bid may be withdrawn by submitting a written request for its withdrawal to DOM, signed by the Bidder.

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A Bidder may submit an amended bid before the due date for receipt of bids. Such amended bids shall be a complete replacement for a previously submitted bid and shall be clearly identified as such. DOM shall not merge, collate, or assemble bid materials.

Unless requested by DOM, no other amendments, revisions, or alterations to bids shall be accepted after the bid due date.

Any submitted bid shall remain a valid bid for 180 calendar days from the bid due date.

### **3.3.8 Disposition of Bid**

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

### **3.3.9 Responsible Contractor**

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

### **3.3.10 State Approval**

It is understood that this contract requires approval by the PPRB. If this contract is not approved, it is void and no payment shall be made hereunder. Every effort shall be made by DOM to facilitate rapid approval and a start date consistent with the proposed schedule.

### **3.3.11 Notice of Intent to Award**

Award shall be made in writing to the responsible Bidder whose bid is determined to be the most advantageous to the State taking into consideration price and evaluation factors set forth in the IFB. The notice of intent to award shall be sent by e-mail with reply confirmation to the winning bidder. Unsuccessful Bidders shall be notified in the same manner. The notice will also be posted on DOM's website and the Mississippi Contract/Procurement Opportunity Search Portal.

Consistent with existing state law, no Bidder 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 Bidder and DOM have executed a valid contract.

### **3.4 Bid Evaluation**

Bids shall be evaluated based on the requirements set forth in this IFB. This IFB sets forth the evaluation criteria to be used. No criteria shall be used in an evaluation that is not set forth in this IFB. Only Bidders who are found responsive and responsible shall have their bids considered.

#### **3.4.1 Responsible Bidder**

A responsible bidder means a person who has the capability in all respects to perform fully the contract requirements and the integrity and reliability which will assure good faith performance.

#### **3.4.2 Responsive Bidder**

A responsive bidder means a person who has submitted a bid response which conforms in all material respects to the invitation for bids. In order to be responsive, the Bidder shall submit a bid which conforms in all material respects to this IFB, as determined by DOM. Responses that do not meet the minimum qualifications shall be rejected.

#### **3.4.3 Nonconforming Terms and Conditions**

A bid response that includes terms and conditions that do not conform to the terms and conditions in the bid document is subject to rejection as non-responsive. DOM reserves the right to permit the Bidder to withdraw nonconforming terms and conditions from its bid response prior to a determination by DOM of non-responsiveness based on the submission of nonconforming terms and conditions.

#### **3.4.4 Conditioning Bid upon Other Awards**

Any bid which is conditioned upon receiving award of both the particular contract being solicited and another Mississippi contract shall be deemed non-responsive and not acceptable.

#### **3.4.5 Bid Submission Format**

The bid package shall be sealed and shall contain the following:

1. Attachment A – Bid Cover Sheet,
2. Attachment B – Bid Form,
  - a. Attachment B.2: Independent Price Determination
  - b. Attachment B: Addendum 1: Eligibility
  - c. Attachment B: Addendum 2: Minimum Qualifications
  - d. Attachment B: Addendum 3: Capability to Provide Services
3. Attachment G – References,
4. Attachments H, I, and J – Certifications and Assurances,
5. Ownership & Financial Disclosures from Section 4.13,
6. Amendment Acknowledgments,
7. USB bid copies; and,
8. Redacted USB bid copies.

### **3.5 Bid Opening**

Bid opening shall be open to the public; however, this shall include opening, reading aloud, and listing the bid price on each bid only. No discussions shall be entered into with any Bidder as to the quality or provisions of the specifications and no award shall be made, either stated or implied at the bid opening.

### **3.6 Award**

The contract shall be awarded by written notice to the lowest responsible and responsive Bidder whose bid meets the requirements and criteria set forth in this IFB.

#### **3.6.1 Notification**

All participating Bidders shall be notified of DOM's intent to award a contract. In addition, DOM shall identify the successful Bidder. Notice of award is also made available to the public 48 hours prior to official award.

### **3.7 Protest of Solicitations or Awards**

1. **Interested Party** means an actual or prospective Bidder or Bidder 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 Bidder 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 Department of Finance and Administration.

#### **3.7.1 Procedure for Filing Protests**

Protestors should seek resolution of their complaints initially with the office that issued the solicitation.

Any actual or prospective Bidder or Bidders who are aggrieved in connection with the solicitation or award of a contract may protest to DOM's Chief Procurement Officer and copy the Department of Finance and Administration Director of the OPSCR. The protest shall be submitted in writing within seven calendar days of the 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 day period shall not be considered.

The Chief Procurement Officer shall submit a copy of the protest to the OPSCR within three business days of receipt of a written protest. The OPSCR shall forward a copy of the protest to the Special Assistant Attorney General.

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To file a protest directly to the PPRB, the aggrieved party shall file a protest with the OPSCR 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 award.

### **3.7.2 Content of Protest**

To expedite handling of protests, the envelope should be labeled “Protest”. The written protest shall include as 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.

### **3.7.3 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) of the PPRB OPSCR Rules and Regulations.

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

The Agency Head shall refuse to decide any protest when a matter involved is the subject of a proceeding before the PPRB 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 PPRB.

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.

### **3.7.4 Stay of Solicitation or 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.

### **3.7.5 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.

### **3.7.6 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, through the PPRB, or through a court of competent jurisdiction.

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

## **3.8 Post-Award Vendor Debriefing**

Agencies are encouraged to exchange information with vendors in an effort to build and strengthen business relationships and improve the procurement process between vendors and the State. To further this effort, agencies shall establish vendor debriefing procedure(s) and inform vendors at the time of procurement of the right to request a debriefing and the deadline to file a request. At a minimum, debriefing should occur before expiration of the protest period, within three business days after the vendor request and prior to submission of the contract packet to the PPRB. Agencies shall submit with the contract approval request, documentation signed by their agency head or his or her designee, reporting the number of vendor debriefings requested and conducted. This information may be included as part of the protest correspondence required in Section 7-113 (Protest of Solicitations or Awards).

### **3.8.1 Debriefing Request**

A vendor, successful or unsuccessful, may request a post-award vendor debriefing, in writing, by U.S. mail or electronic submission, to be received by the agency within three business days of notification of the contract 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 the agency and identify its attorney. The agency 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.

### **3.8.2 When Debriefing Should Be Conducted**

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

### **3.8.3 Information to Be Provided**

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

1. The agency's evaluation of significant weaknesses or deficiencies in the vendor's bid, or qualifications, if applicable;
2. The overall evaluated cost or price, and technical rating, if applicable, of the successful vendor(s) and the debriefed vendor;
3. The overall ranking of all vendors, when any ranking 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.

### **3.8.4 Information Not To Be Provided**

The debriefing shall not include point-by-point comparisons of the debriefed vendor's bid, bid, or qualification with those of other offering vendors. Any written request by a vendor for nondisclosure of trade secrets and other proprietary data is subject to the provisions of Mississippi Code Annotated §§ 25-61-9 and 79-23-1 and §§ 75-26-1 through 75-26-19.

### **3.8.5 Summary**

An official summary of the debriefing shall be included in the contract file.

### **3.8.6 Pre-Award Vendor Debriefing**

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

## **3.9 Required Contract Terms and Conditions**

Any contract entered into between DOM and a vendor/Bidder shall include the required clauses found in Section 5.0 of this IFB and those required by the PPRB's Rules and Regulations as updated.

## **3.10 Mississippi Contract/Procurement Opportunity Search Portal**

This IFB, and the questions and answers concerning this IFB, are posted on the Contract/Procurement Opportunity Search Portal and DOM's procurement website.

## **3.11 Attachments**

The attachments to this IFB are made a part of this IFB as if copied herein in words and figures.

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## **4.0 TERMS AND CONDITIONS**

### **4.1 General**

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

The contract shall be 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>.

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 shall be incorporated as a written contract amendment and processed through DOM for approval prior to the effective date of such modification or change. In some instances, the contract amendment shall be approved by CMS before the change becomes effective.

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

Contractor: Person(s) designated by the Contractor

DOM: Executive Director

### **4.2 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 (CAP) be filed within 15 calendar days following the date of the notice. A CAP shall be subject to approval by DOM, which may accept it as submitted,

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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.

If the Contractor fails to adhere to the RAC services schedule, or if the Contractor fails to satisfactorily provide the prescribed service to all or any service area, DOM shall inform the Contractor, and the Contractor shall complete corrective action within 24 hours. No payment shall be made to the Contractor until all deficiencies have been corrected. If the Contractor exhibits a pattern of non-performance as shown by repeated deficiencies, DOM may terminate the contract without further obligation to the Contractor.

DOM reserves the right to assess actual or liquidated damages, upon the Contractor's failure to provide timely services 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 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 shall be taken into consideration in determining the amount of damages to be assessed. Unless specified otherwise, DOM shall give 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 in Section 2 of this IFB or below, DOM may, at its sole discretion, assess damages between one dollar and zero cents and \$1,000,000.00 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. Failure by the Contractor to meet the operational start date of August 4, 2022. (\$5,000.00 per calendar day from June 1, 2022, until the Contractor becomes fully operational.)
2. Failure by Contractor to comply with reporting requirements set forth in this IFB. (\$5,000.00 per instance, per calendar day)
3. Failure by the Contractor to submit by the due date any material required by the Contract. DOM shall 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 damages. (\$5,000.00 per instance, per calendar day)

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4. Failure to timely submit a DOM approved corrective action plan (CAP), DOM may assess liquidated damages in the amount of \$2,500.00 per calendar day until the CAP is submitted.
5. Failure to complete items included in the CAP as described above, the Contractor shall pay liquidated damages in the amount of \$2,500.00 per instance, per calendar day for each day the corrective action is not completed in accordance with the timeline established in the CAP.
6. Failure of the Contractor to comply with the close out and turnover requirements of this IFB may result in the assessment of damages of up to \$25,000.00 or \$5,000.00 per calendar day, whichever is greater, which, if imposed shall be deducted from the final payment to be made to Contractor.
7. Any other failure of Contractor that DOM determines constitutes a substantial non-compliance with any material term of the Contract and/or IFB 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.

### **4.3 Term of Contract**

DOM shall award a contract based on bids. The contract period begins June 1, 2022 and shall terminate May 31, 2025 and may include an implementation phase and operational phase as part of the contract term. DOM may have, under the same terms and conditions as the existing contract, an option for two one-year renewals, provided DOM obtains approval from the PPRB for the renewal.

#### **4.3.1 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 calendar 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

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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:
- 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 calendar 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.
4. **Adjustments of Price:** Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment clause of this contract.

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

The contract resulting from this IFB may be terminated by DOM as follows:

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

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

**4.3.2.1 Termination for Default by the Contractor**

1. *Default.* If Contractor refuses or fails to perform any of the provisions of this contract with such diligence as shall 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 calendar 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 DOM's Chief Procurement Officer, Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of Contractor in which the State has an interest.
3. *Compensation.* Payment for completed services delivered and accepted by the State shall be at the contract price. The State may withhold from amounts due Contractor such sums as the Agency Head or designee deems to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders and to reimburse the State for the excess costs incurred in procuring similar goods and services.
4. *Excuse for Nonperformance or Delayed Performance.* Except with respect to defaults of subcontractors, Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if Contractor has notified the Agency Head or designee within 15 calendar days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually

severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit Contractor to meet the contract requirements. Upon request of Contractor, the Agency Head or designee shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the State under the clause entitled (in fixed-price contracts, "Termination for Convenience," in cost-reimbursement contracts, "Termination"). (As used in this Paragraph of this clause, the term "subcontractor" means subcontractor at any tier).

5. *Erroneous Termination for Default.* If, after notice of termination of Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the State, be the same as if the notice of termination had been issued pursuant to such clause.
6. *Additional Rights and Remedies.* The rights and remedies of DOM provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

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

1. *Termination.* The Agency Head or designee may, when the interests of the State so require, terminate this contract in whole or in part, for the convenience of the State. The Agency Head or designee shall give written notice of the termination to Contractor specifying the part of the contract terminated and when termination becomes effective.
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 shall 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 shall still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.

#### **4.3.2.3 Termination Upon Bankruptcy**

In the event that the Contractor becomes insolvent or bankrupt, permanently ceases doing business, makes an assignment for the benefit of its creditors, commences any bankruptcy proceedings or other proceedings in the nature of bankruptcy proceedings or has commenced against it any bankruptcy proceedings or other proceedings in the nature of bankruptcy proceedings. i.e. a receivership, that are not dismissed within sixty (60) days, then DOM shall have the right to terminate this contract for convenience upon written notice as required in § 5.3.2.2 of this contract. Without limitation, the Contractor's rights under this contract shall include those rights afforded by 11 U.S.C. § 365 of the United States Bankruptcy Code (the "Bankruptcy Code") and any successor thereto. If the bankruptcy trustee of the Contractor or the Contractor as a debtor or the debtor-in-possession rejects this contract under 11 U.S.C. § 365 of the Bankruptcy Code, DOM may avail itself of all rights and remedies to the full extent contemplated by this contract and 11 U.S.C. § 365 of the Bankruptcy Code, and any other relevant laws.

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

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

### **4.3.3 Procedure on Termination**

#### **4.3.3.1 Contractor Responsibilities**

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

- Stop work under the contract on the date and to the extent specified in the

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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 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.



#### **4.3.3.2 DOM Responsibilities**

Except for Termination for Contractor Default, DOM will make payment to the Contractor on termination and at contract price for completed deliverables delivered to and accepted by DOM. The Contractor shall be reimbursed for partially completed deliverables, 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 IFB, 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 5.9) from any such determination made by DOM.

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

The Contractor shall not sell, transfer, assign, or otherwise dispose of the contract or any portion thereof or of any right, title, or interest therein without the prior written consent of 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 or transfer its rights, duties, and/or obligations under this contract to another governmental agency in the State of Mississippi upon giving prior written notice to the Contractor.

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

The Contractor and 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.

#### **4.3.6 Applicable Law**

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

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thereto shall be brought in the courts of the State. Contractor shall comply with applicable federal, state, and local laws and regulations.

#### **4.4 Notices**

Whenever, under this IFB, one party is required to give notice to the other, except for purposes of Notice of Termination under Section 5.3.2 of this IFB, 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 DOM:

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

Copy to Contract Administrator, DOM

#### **4.5 Cost or Pricing Data**

If DOM determines that any price, including profit or fee, negotiated in connection with this IFB 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 IFB shall be modified in writing and acknowledged by the Contractor to reflect such reduction.

#### **4.6 Subcontracting**

The Contractor is solely responsible for fulfillment of the contract terms with 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 sixty 60 calendar days in advance of its desire to subcontract and include a copy of the

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proposed subcontract with the proposed subcontractor. All subcontracts require the prior written approval of DOM.

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 Business Associate Agreement, and the Data Use Agreement. Any subcontract shall contain provisions such that it is consistent with the Contractor's obligations pursuant to this Contract. Contractor shall provide DOM a fully executed version of any subcontract no later than 30 days after execution.

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.

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.

## **4.7 Proprietary Rights**

### **4.7.1 Ownership of Documents**

Where activities supported by this contract produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, 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.

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

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

The Contractor agrees to grant on 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

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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 of this IFB, 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.

#### **4.7.3 Public Information**

Bidders shall provide an electronic, single document version of bids redacting those provisions of the bid which contain trade secrets or other proprietary data. However, Bidders should be aware that their un-redacted bids are considered public record and are subject to release by DOM pursuant to and in accordance with Miss. Code Ann. § 25-61-1 et seq. (1972, as amended) absent a court-issued protective order or agreement by the requesting party to receive a redacted version.

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

The Division of Medicaid (DOM), Mississippi Office of the State Auditor (OSA), Department of Health and Human Services (DHHS), Centers of Medicare and Medicaid Services (CMS), Office of Inspector General (OIG), General Accountability 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 as well as Contractor's books and records pertaining to the extent and cost of services furnished to DOM or eligible recipients. The Contractor shall provide access to all facilities and assistance for DOM and OSA representatives. All inspections and evaluations shall be performed in such a manner as to not 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 shall be coordinated through DOM and its staff.

#### **4.7.5 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.

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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 shall 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.

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

The Contractor shall maintain detailed records evidencing all expenses incurred pursuant to the Contract, the provision of services under the Contract, and complaints, 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 (3) 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 ten (10) years thereafter, unless an audit is in progress or there is pending litigation. The right to audit shall exist for ten (10) years from the final date of the contract period or from the date of completion of any audit, whichever is later.

#### **4.8 Representation Regarding Contingent Fees**

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

#### **4.9 Interpretations/Changes/Disputes**

Refer to Section 5.1 of this IFB 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 IFB. Any ambiguity in the IFB shall be construed in favor of DOM.

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

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

In the event that the Contractor requests that the Executive Director of 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 approved by the State of Mississippi and by the Secretary of the United States DHHS, pursuant to Title XIX of the Social Security Act, and understands those provisions and requirements are also incumbent on the Contractor.

#### **4.9.2 Waiver**

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

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

#### **4.9.3 Severability**

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

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

The Executive Director of 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 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 bid.

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 bid 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.

#### **4.9.5 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.

#### **4.9.6 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



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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.

#### **4.9.7 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.

#### **4.10 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



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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.

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

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

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

Contractor shall give 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.

### **4.11 Status of the Contractor**

#### **4.11.1 Independent Contractor**

It is expressly agreed that the Contractor is an Independent Contractor performing professional services for 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.

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

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

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

In no way shall the Contractor represent itself directly or by inference as a representative of the State of Mississippi or 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.

#### **4.11.2 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.

#### **4.11.3 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.

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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.

**4.11.4 Personnel Practices**

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

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

The Contractor shall sign the Drug Free Workplace Certificate (Appendix D).

**4.11.5 No Property Rights**

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

**4.12 Compliance with Laws**

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

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 shall 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.

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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, CFR, 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 (29 USC §794), 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.

## **4.13 Ownership and Financial Information**

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

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

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

managed care entity) has an ownership or control interest; and,

6. The name, address, date of birth, and Social Security Number of any managing employee of the disclosing entity (or DOM's Fiscal Agent or managed care entity).

#### **4.13.2 When Information Shall Be Disclosed**

Disclosures from the Contractor are due at any of the following times:

1. Upon the Contractor submitting a bid in accordance with the State's procurement process;
2. Annually, including upon the execution, renewal, and extension of the contract with the State; and,
3. Within thirty-five (35) calendar days after any change in ownership of the Contractor.

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

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

#### **4.13.4 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.

#### **4.13.5 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 five-year period ending on the date of the request.

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

The Contractor shall disclose to DOM the identity of any person who:

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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.

#### **4.13.7 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.

#### **4.13.8 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 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.
3. 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.

## **4.14 Risk Management**

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

### **4.14.1 Workers' Compensation**

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

### **4.14.2 Liability**

The Contractor shall ensure that professional staff and other decision making staff shall be required to carry professional liability insurance in an amount commensurate with the professional responsibilities and liabilities under the terms of this IFB 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 IFB; and insurance against property damage and fire insurance including contents coverage for all records maintained pursuant to this contract in an amount commensurate with the responsibilities and liabilities under the terms of this IFB. On an annual basis, the Contractor shall furnish to DOM certificates evidencing such insurance is in effect on the first working day following contract signing.

### **4.14.3 Cyber Liability**

The Contractor must 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 must provide sufficient coverage(s) for the Contractor and affected third parties for the review, repair, notification, remediation, and other response to such events,

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including but not limited to breaches or similar incidents under Miss. Code Ann. § 75-24-29.

The Division 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 must obtain modified coverage(s) as reasonably requested by the Division within ten (10) calendar days of the Contractor's receipt of such request from the Division.

This insurance must have a retroactive date that equals or precedes the effective date of this Contract. The Contractor must maintain such coverage until the later of: (1) a minimum period of three (3) 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.

## **4.15 Confidentiality of Information**

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

All information as to personal facts and circumstances concerning Medicaid beneficiaries obtained by the Contractor shall be treated as privileged communications, shall be held confidential, and shall not be divulged without the written consent of 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 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.

#### **4.15.2 Release of Public Information**

Bidders shall provide an electronic, single document version of bids redacting those provisions of the bid 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. Bidders should be aware

that the un-redacted version of their bids 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.

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

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

#### **4.15.4 Transparency**

This contract, including any accompanying exhibits, attachments, and appendices, is subject to the “Mississippi Public Records Act of 1983,” and its exceptions. See Mississippi Code Ann. § 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. Miss. Code Ann. § 27-104-151 *et seq.* (1972, as amended).

Unless exempted from disclosure due to a court-issued protective order, a copy of this executed contract is required to be posted to the Department of Finance and Administration's independent agency contract website for public access at <http://www.transparency.mississippi.gov>. Information identified by the Contractor as 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 shall be redacted by the Bidder.

#### **4.16 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.

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

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

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

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

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

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

The Contractor shall execute 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 <http://www.medicaid.ms.gov/resources/procurement/>. Moreover, all activities under this contract shall be performed in accordance with all applicable federal and/or state laws, rules and/or regulations including the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act (HIPAA) of 1996, as amended by the Genetic Information Nondiscrimination Act (GINA) of 2008 and the Health Information Technology for Economic and Clinical Health Act (HITECH Act), Title

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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.

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

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

#### **4.16.5 Environmental Protection**

The Contractor shall be in compliance with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. § 7606), Section 508 of the Clean Water Act (33 U.S.C. § 1368), 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.

#### **4.16.6 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,

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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.

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

#### **4.16.7 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.

#### **4.16.8 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 (2) 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.

#### **4.16.9 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 calendar days of receipt of invoice. Mississippi Code Annotated § 31-7-301 et seq.

#### **4.16.10 Paymode**

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

#### **4.16.11 E-Verification**

If applicable, Contractor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, and will register and participate in the status verification system for all newly hired employees. Miss. Code Ann. §§ 71-11-1 *et seq.* (1972, as amended). The term “employee” as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, “status verification system” means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Contractor agrees to maintain records of such compliance. Upon request of the State and after approval of the Social Security Administration or Department of Homeland Security when required, Contractor agrees to provide a copy of each such verification. Contractor further represents and warrants that any person assigned to perform services hereafter meets the employment

eligibility requirements of all immigration laws. The breach of this agreement may subject Contractor to the following:

1. Termination of 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;
2. The loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one year; or, both.
3. In the event of such cancellations/termination, Contractor would also be liable for any additional costs incurred by the State due to Contract cancellation or loss of license or permit to do business in the State.

#### **4.17 Representation Regarding Gratuities**

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

#### **4.18 Change of Ownership**

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

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

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

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

#### **4.19 Approval Clause**

It is understood that if this contract requires approval by the PPRB 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.

#### **4.20 Authority to Contract**

Contractor warrants: (a) that it has valid authority to enter into this Agreement; (b) that it is qualified to do business and in good standing with all applicable regulatory and/or licensing agencies in the State of Mississippi; (c) that entry into and performance under this Agreement is not restricted or prohibited by any loan, security, financing, contractual, or other agreement of any kind; and, (d) notwithstanding any other provision of this agreement to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this Agreement.

#### **4.21 Confidentiality**

Contractor agrees that it shall not use or disclose for any purpose, other than as permitted under this Agreement and any applicable Business Associate Agreement(s), Nondisclosure

Agreement(s), and/or Data Use Agreement(s), any information concerning any recipient of services or provider of services that it may have access to or have knowledge of as a result of providing services to DOM. However, the obligation of confidentiality shall not apply to information that is required to be disclosed pursuant to law or the legal process. This confidentiality agreement survives the term of the Agreement between DOM and Contractor.

#### **4.23 Copyrights**

If applicable, Contractor agrees that DOM shall determine the disposition of the title to and the rights under any copyright by Contractor or employees on copyrightable material first produced or composed under this Agreement. Further, Contractor hereby grants to DOM a royalty-free, nonexclusive, irrevocable license to reproduce, translate, publish, use, and dispose of, and to authorize others to do so, all copyrighted (or copyrightable) work not first produced or composed by Contractor in the performance of this Agreement, but which is incorporated into the material furnished under the Agreement. This grant is provided that such license shall be only to the extent Contractor now has, or prior to the completion of full final settlements of agreement may acquire, the right to grant such license without becoming liable to pay compensation to others solely because of such grant.

#### **4.24 Ownership of Documents and Workpapers**

DOM shall own all documents, files, reports, work papers, and working documentation, electronic or otherwise, created in connection with the work that is the subject of this Agreement, except for Contractor's internal administrative and quality assurance files and internal project correspondence. Contractor shall deliver such documents and work papers to DOM, and in a manner or format specified by DOM, upon termination or completion of the Agreement. The foregoing notwithstanding, Contractor shall be entitled to retain a set of such work papers for its files. Contractor shall be entitled to use such work papers only after receiving written permission from DOM and subject to any copyright protections.

#### **4.25 State's Attorney Fees and Expenses**

Subject to other terms and conditions of this Agreement, in the event Contractor defaults in any obligations under this agreement, Contractor shall pay to DOM all costs and expenses (including, without limitation, investigative fees, court costs, and attorney's fees) incurred by DOM in enforcing this Agreement or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall DOM or the State be obligated to pay any attorney's fees or costs of legal action to Contractor.

#### **4.26 Infringement Indemnification**

Contractor warrants that the materials and deliverables provided to the customer under this Agreement, and their use by DOM, will not infringe or constitute an infringement of any copyright, patent, trademark, or other proprietary right. Should any such items become the subject of an infringement claim or suit, Contractor shall defend the infringement action and/or obtain for DOM the right to continue using such items. Should Contractor fail to obtain for DOM the right to use such items, Contractor shall suitably modify them to make them non-infringing or substitute equivalent software or other items at Contractor's expense. In the event the above remedial measures cannot possibly be accomplished, and only in that event, Contractor may require DOM to discontinue using such items, in which case Contractor will refund to DOM the fees previously paid by DOM for the items DOM may no longer use, and shall compensate DOM

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for the lost value of the infringing part to the phase in which it was used, up to and including the contract price for said phase. Said refund shall be paid within ten (10) working days of notice to DOM to discontinue said use. Provided that DOM promptly notifies Contractor in writing of any alleged infringement claim of which it has knowledge, Contractor shall defend, at its own expense, DOM against, and pay all costs, damages, and attorney fees that a court finally awards for infringement based on the programs and deliverables provided under this Agreement.

#### **4.27 Strict Performance**

It is expressly understood and agreed that strict performance of the terms and provisions of this Agreement shall be deemed the essence of this Agreement.

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**Attachment A - Bid Cover Sheet**

DOM is seeking to establish a contract for Recovery Audit Contractor (RAC) Services in the State of Mississippi.

Bids are to be submitted as listed below, on or before **2:00 pm, Central Time Zone, Monday, March 28, 2022.**

**PLEASE MARK YOUR ENVELOPE:**

**IFB # 20220218  
Opening Date: March 29, 2022  
Division of Medicaid  
Attention: Office of Procurement  
550 High St. 10<sup>th</sup> floor**

**SEALED BID – DO NOT OPEN**

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

Quoted By: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Company Representative: \_\_\_\_\_

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

E-Mail: \_\_\_\_\_

<b>FEI/FIN # (if company, corporation, or partnership):</b>	
<b>SS# (if individual):</b>	

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**Attachment B - Bid Form**

Compensation for services shall be in the form of a firm fixed-rate agreement. Through submission of this form, the Bidder certifies the following:

1. The Bidder agrees that submission of a signed bid form is certification that the Bidder shall accept an award made to it as a result of the submission.
2. By submitting a bid, the Bidder certifies that it is registered to do business in the State of Mississippi as prescribed by the Mississippi Secretary of State.
3. By submitting a bid, the Bidder certifies that it is not currently debarred from submitting bids 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 bids for contracts issued by any political subdivision or agency of the State of Mississippi.

<b>Bid Form</b>	
<b>RECOVERY AUDIT CONTRACTOR IFB #20220218</b>	
<b>Bidder:</b>	
<b>Recovery Activities</b>	<b>Proposed Contingency Rate</b>
Post-Adjudication	
Pre-Adjudication	
Other Services	
Other Services	
Bidder:	
<b>Projected Recoveries:</b>	
<b>Average Rate:</b>	
I certify that I am legally obligating the above named Bidder to the conditions of this contract.	
Signature:	
Date:	
Printed Name:	Title:

**Attachment B.2 - Independent Price Determination**

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

\_\_\_\_\_  
**Name of Offeror**

\_\_\_\_\_  
**Printed name of person attesting for Offeror**

\_\_\_\_\_  
**Title of person attesting for Offeror**

\_\_\_\_\_  
**Signature of person attesting for Offeror**

\_\_\_\_\_  
**Date**

[END OF RESPONSE]

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## Attachment C - Standard File Layouts

Attachment C represents the standard file layouts of the information available from DOM's Fiscal Agent. It is provided only as context for the data fields that are available for a file transfer or interface. Technical specifics will be negotiated upon award of the contract/project initiation. Transmission of flat files will be handled through the Division of Medicaid's Fiscal Agent Services' SFTP site.

### RAC Condition Codes Output File

#### Interface Specifications Overview

<b>Title</b>	RAC Condition Codes Output File
<b>Technical Name</b>	RAC Condition Codes Outbound File
<b>Functional Area</b>	DSS-Data Warehouse
<b>File Type</b>	Character Separated
<b>Frequency</b>	Monthly
<b>Frequency Timing</b>	First Monday of the Month
<b>Transfer Method</b>	Secure FTP
<b>Related Job</b>	Create Files for RAC vendor
<b>File Name</b>	FILE_COND_CD.txt
<b>Description</b>	This file contains MS Medicaid condition code data in pipe delimited format to be sent to RAC vendor.
<b>Submitted By</b>	No Sent To Vendors List
<b>Sent To</b>	RAC vendor
<b>Error Handling/Special Processing</b>	N/A
<b>Record Selection Criteria</b>	Selects MS Medicaid condition code data for claims contained in the claims header file.

#### Interface Specifications

Seq	Record Type	Field Name	Length	Start Position	End Position	Data Type	Description
1	Detail	ICN (Claim Number)	0	0	0	Character	ICN (Claim Number)
2	Detail	Claim Paid Date	0	0	0	Character	Claim Paid Date
3	Detail	Autosys Member ID	0	0	0	Character	Autosys Member ID
4	Detail	Condition ICN (Claim Number)	0	0	0	Character	Condition ICN (Claim Number)
5	Detail	Condition Claim Paid Date	0	0	0	Character	Condition Claim Paid Date

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## RAC Claim Diagnosis Output File

### Interface Specifications Overview

<b>Title</b>	RAC Claim Diagnosis Output File
<b>Technical Name</b>	RAC Claim Diagnosis Outbound File
<b>Functional Area</b>	DSS-Data Warehouse
<b>File Type</b>	Character Separated
<b>Frequency</b>	Monthly
<b>Frequency Timing</b>	First Monday of the Month
<b>Transfer Method</b>	Secure FTP
<b>Related Job</b>	Create Files for RAC vendor
<b>File Name</b>	CLM_HDR_DIAG.txt
<b>Description</b>	This file contains MS Medicaid diagnosis code data in pipe delimited format to be sent to RAC vendor.
<b>Submitted By</b>	No Sent To Vendors List
<b>Sent To</b>	RAC vendor
<b>Error Handling/Special Processing</b>	N/A
<b>Record Selection Criteria</b>	Selects MS Medicaid diagnosis data for claims contained in the claims header file.

### Interface Specifications

Seq	Record Type	Field Name	Length	Start Position	End Position	Data Type	Description
1	Detail	Autosys Member ID	0	0	0	Numeric	Autosys Member ID
2	Detail	TCN (Claim Number)	0	0	0	Character	Claim Number
3	Detail	Sequence Number	0	0	0	Numeric	Diagnosis Code Sequence Number- Value is derived based on Diagnosis Code Number. Example: Sequence for CDE_OTH_DIAG_3 has a sequence of 3, CDE_OTH_DIAG_4 has a sequence of 4
4	Detail	Diagnosis Code	0	0	0	Character	Diagnosis Code: Uses fields: CDE_OTH_DIAG_1 - CDE_OTH_DIAG_12
5	Detail	POA Indicator	0	0	0	Character	POA Indicator Uses fields : CDE_OTH_DIAG_1_POA - CDE_OTH_DIAG_12_POA
6	Detail	Claim Paid Date	0	0	0	Character	Claim Paid Date

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## RAC Claims Header Output File

### Interface Specifications Overview

<b>Title</b>	RAC Claims Header Output File
<b>Technical Name</b>	RAC Claims Header Outbound File
<b>Functional Area</b>	DSS-Data Warehouse
<b>File Type</b>	Character Separated
<b>Frequency</b>	Monthly
<b>Frequency Timing</b>	First Monday of the Month
<b>Transfer Method</b>	Secure FTP
<b>Related Job</b>	Create Files for RAC vendor
<b>File Name</b>	CLM_HDR.txt
<b>Description</b>	This file contains MS Medicaid medical claims in pipe delimited format to be sent to RAC vendor.
<b>Submitted By</b>	No Sent To Vendors List
<b>Sent To</b>	RAC vendor
<b>Error Handling/Special Processing</b>	N/A
<b>Record Selection Criteria</b>	Selects MS Medicaid claims data by payment cycle date.

### Interface Specifications

Seq	Record Type	Field Name	Length	Start Position	End Position	Data Type	Description
1	Detail	Autosys Bene ID	0	0	0	Numeric	Autosys Member ID
2	Detail	TCN (Claim Number)	0	0	0	Character	Claim Number
3	Detail	FDOS	0	0	0	Numeric	Header First Date of Service
4	Detail	LDOS	0	0	0	Numeric	Header Last Date of Service
5	Detail	Header Type Code	0	0	0	Character	Claim Type
6	Detail	Prior Authorization ID	0	0	0	Character	Prior Authorization Number
7	Detail	Medicaid ID (e.g. ben_alt_id)	0	0	0	Character	Medicaid Member ID
8	Detail	Billing Provider ID	0	0	0	Character	Medicaid Billing Provider ID
9	Detail	Billing Provider Taxonomy Code	0	0	0	Character	Medicaid Billing Provider Taxonomy
10	Detail	Attending Provider ID	0	0	0	Character	Medicaid Attending Provider ID
11	Detail	Attending Provider Taxonomy Code	0	0	0	Character	Medicaid Attending Provider Taxonomy
12	Detail	Header Transaction Type Code	0	0	0	Character	Claim's Transaction Type Code

## **Attachment D – Existing DOM Recovery Activities**

### **OFFICE OF PROGRAM INTEGRITY**

The Office of Program Integrity consists of four divisions:

- Investigations
- Medical Review
- Medicaid Eligibility Quality Control (MEQC)
- Data Analysis

### **INVESTIGATIONS DIVISION**

This Division conducts periodic reviews of provider records and interviews with Beneficiaries to verify actual receipt of service for which payments were made. They investigate cases of possible fraud or abuse. This unit is responsible for conducting on-site investigations of providers and for monitoring their utilization in the Medicaid Program.

Cases involving suspected fraud are referred to MFCU. When warranted by the findings of the investigations, referrals are made to the appropriate regulatory agencies such as the Board of Medical Licensure, Dental Board, Board of Pharmacy, or MS Board of Nursing.

Provider investigations could result in monetary recovery, termination as a provider of Medicaid or criminal or civil prosecution through MFCU.

### **MEDICAL REVIEW DIVISION**

This Division is responsible for investigating provider/beneficiary referrals received from outside sources, medical necessity referrals from Medicaid Investigators, and SURS exception data. Registered Nurses analyze data histories and provider files to make qualified medical decisions regarding the appropriateness of services rendered, to ensure quality of care according to standards of practice, to verify services rendered, and to determine medical necessity of procedures performed.

For providers, results can lead to a peer review, possible sanction, corrective action plan, or a referral to MFCU or other appropriate agencies.

### **MEDICAID ELIGIBILITY QUALITY CONTROL DIVISION**

Medicaid Eligibility Quality Control (MEQC) is a federally mandated program whose purpose is to determine the accuracy of Medicaid eligibility decisions made by DOM to allow or deny Medicaid coverage. In the active casereview process, eligibility cases are audited for the correct establishment of eligibility for persons actively receiving benefits. From these findings the State Eligibility Error Rate is developed. In a separate audit process, persons or cases whose Medicaid benefits have been terminated or denied are examined to ensure that no one is refused benefits to which they are entitled. This Division assists DOM's eligibility staff in the development of corrective action measures when error patterns or trends are noted in the course of the MEQC review process.

### **Active Cases**

MEQC is responsible for analyzing each factor of Medicaid eligibility as determined by the case eligibility worker and for ruling on the eligibility and/or liability status of the case. The Investigators are currently required to complete 90% of their cases within 75 days of assignment and 100% with 90 days.

### **Negative Cases**

MEQC examines negative case actions (cases in which benefits have been terminated or denied) to ensure that no one is refused Medicaid benefits to which they are entitled. The Investigator is responsible for determining the agency's adherence to (a) timely notice and hearing requirements and (b) eligibility requirements.

### **Targeted Review**

Designed and completed by MEQC to identify the depth of errors in a particular area.

### **DATA ANALYSIS DIVISION**

This Division is responsible for creating algorithms that uncover areas of fraud and abuse in the Medicaid system. The algorithms are created through research using multiple means such as Medicare Fraud Alerts, newspaper articles, websites, and other sources. This Division also develops provider analysis reports for use in Investigative and Medical Review cases, records and collects data for internal and external program integrity analysis reports, and documents the recoupment of funds from Program Integrity cases.

In summary, the Office of Program Integrity serves as an invaluable deterrent to fraud and abuse of benefits in the Medicaid Program.

### **OFFICE OF PERFORMANCE AND FINANCIAL REVIEW**

The Office of Financial and Performance Audit monitors Home and Community Based Waiver providers and Electronic Health Records agreements, performs Resident Fund Audits of participating Long Term Care Providers and audits cost reimbursed Long Term Care providers. Currently, this office contracts with an independent contractor for DSH audits of hospitals receiving DSH payments and other audit functions as needed.

The Office of Financial and Performance Audit consists of three divisions:

- Provider Monitoring Unit (PMU)
- Cost Audit Unit (CAU)
- Certified Electronic Health Records Unit (CEHRU)

### **COST AUDIT UNIT (CAU)**

This Division is responsible for conducting audits of cost reports submitted by cost reimbursed providers to verify the accuracy and reasonableness of information contained in the financial and statistical reports. This unit is responsible for monitoring the contractor performing the DSH Audit process mandated by CMS. The unit works closely with the staff of the Office of Reimbursement, which conducts desk reviews of the cost reports to set reimbursement rates for providers. CAU audits selected cost reimbursed providers to ensure compliance with federal and state laws. This unit provides the Office of Reimbursement field visit reports for reviews performed. This unit handles recoupment information for DSH Audits performed by contractor as a basis for redistribution when necessary, as mandated by the CMS approved Medicaid State Plan.

### **PROVIDER MONITORING UNIT (PMU)**

This Division conducts audits of provider contractors, including individuals, state agencies, and various organizations which provide waiver services to DOM beneficiaries in the administration of the Medicaid program. The unit also conducts annual audits of resident trust funds at all nursing facilities that receive Medicaid funding. These facilities



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include any Nursing Facility, Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID), or Psychiatric Residential Treatment Facility (PRTF) funded by the Medicaid program. The PMU is also responsible for receiving and approving payment for services rendered on either a monthly or quarterly basis from certain DOM contractors.

**CERTIFIED ELECTRONIC HEALTH RECORDS UNIT (CEHRU)**

The CEHR Incentive Payment program provides payments to Medicare and Medicaid eligible providers for the use of CEHR technology in their practice or hospital to improve patient health care. Payments started in 2011 and ended with the last application for payment in September in 2021. Mississippi Division of Medicaid was an early adopter of the program and started making payments in May of 2011. Prepayment audits were conducted by the CEHRU using summary information. Post payment audits are being conducted by the Office of Financial and Performance Audit using detail information. Post payment audits are primarily Performance audits verifying:

1. The provider met the program requirement for a specific year. These audits will vary by type of application and the stage of the provider's payment year.
2. Hospital one-time payment calculation is subjected to financial audit to verify the payment amount was calculated within the program guidelines.
3. Quarterly and annual reconciliation of payments made in accordance with the CMS requirements for the payments.

This unit works closely with the program administration group and provides technical support to the administrative group. As the program payments have closed, prepayment audits are no longer required. The CEHRU audit group will identify providers that had an unusual entry in their application. The CEHRU will combine this information with their risk assessment of all providers to determine which applications are selected for audit.

**OFFICE OF THIRD PARTY RECOVERY**

The federally required function of the Third Party Liability (TPL) Division in the Office of Third Party Recovery is to identify possible resources available to pay for medical services for Medicaid beneficiaries, to incorporate this third party data into the MMIS TPL files, and to affect post payment recoveries in order to reduce the expenditure of State and Federal funds. The TPL Office currently augments services with a contractor for various data matching and recovery services.

**BOOKKEEPING UNIT**

This unit ensures the integrity of third party collections by matching reimbursements with services rendered; processes checks in a timely manner by collecting or refunding payments from insurance carriers, automobile carriers, lawyers, representatives, or recipients; compiles financial reports of third party recoveries; and maintains MMIS Financial files as they relate to Third Party Recovery. This unit monitors the recovery efforts performed by the TPL vendor.

**BENEFICIARY RECOURPMENT UNIT**

This unit recovers Medicaid payments from beneficiaries who received benefits while ineligible. Receives and processes Improper Payment Reports from the Office of Enrollment (Eligibility).

**CASUALTY UNIT**

This unit monitors and assists the TPL vendor. The vendor recovers Medicaid payments for services related to accidents, injuries, malpractice, tort, and paternity. This unit prepares itemizations of payments for court documentation; monitors progress of court action; and educates the legal community of Medicaid's right to recovery.

#### **ESTATE RECOVERY UNIT**

This unit monitors and assists the TPL vendor. The vendor recovers Medicaid payments on nursing home and hospital-related services from the estate of deceased beneficiaries age 55 or older when there is no surviving spouse, disabled child in home, and the estate is worth \$5000.00 or more. This unit prepares itemizations of payments for court documentation; monitors progress of court action; and educates the legal community. Monitors and assists with Special Needs Trust(SNT) recoveries performed by the TPL vendor.

#### **HEALTH UNIT**

This unit investigates the results of third part liability billings 60 days after notice. This branch audits pharmacy edit usage for third party compliance; resolves beneficiary and provider TPL-related problems; and educates beneficiaries, providers, and insurance carriers on TPL policy and procedures to ensure compliance with Federal and state laws. This unit also monitors Credit Balances and Long Term Care recoveries performed by the TPL vendor.

#### **MMIS FILE MAINTENANCE UNIT**

This unit identifies and verifies the existence of liable third parties for medical coverage of beneficiaries. This unit updates the MMIS Resource Information Module (RIM) files; and guarantees the integrity of TPL files in claims payment subsystem This unit monitors and assist with the verification processes of the TPL Vendor.

#### **COMMERCIAL/MEDICARE DISSALLOWANCE RECOVERY**

Recoveries from Medicaid providers for paid claims identified with retrospective identification of primary insurance(commercial or Medicare).

#### **MANAGED CARE ORGANIZATION (MCO) COME BEHIND RECOVERY**

Recoveries from carriers identified as the primary payor for claims originally paid for Medicaid members in a MCO. These payments were not recovered by the MCO within 180 days from the claim payment date.

#### **SPECIAL NEEDS TRUST (SNT) RECOVERY**

Recoveries from trust agreements established for funds available for SNT or pooled trusts Medicaid members.

### **OFFICE OF FINANCE ADMINISTRATION**

#### **BUY-IN**

This branch monitors the Medicare Part A & Part B program for compliance; reviews Buy-In billing file transactions for corrective action; resolves Buy-In complaints and related Medicare entitlement, and reconciles the Buy-In invoice. Buy-In coordinates with Social Security Administration, Railroad Retirement, Medicaid Eligibility System and CMS and has established procedures within the computer program and created additional reports to work with errors within the program.

### **OFFICE OF INFORMATION TECHNOLOGY**

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The Office of Information Technology (iTECH) supports the agency by ensuring the fiscal agent operates MMIS in compliance with key performance indicators and federal, state, and agency guidelines; providing data analysis to support changes in state health policy and health-care reform; and providing state-of-the-art technological support in data processing, communications, and computer training. iTECH, serves as liaison between the fiscal agent and DOM business units to address MMIS system revisions necessary to apply claims edits during claim adjudication; assisting fiscal agent in supporting the business needs of DOM through the utilization of various software and tools, such as, COGNOS reporting and the Decision Support System/Data Warehouse (DSS).

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**Attachment E – Claim Types**



**Mississippi Division of Medicaid**

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**Claim Types**

**By Number and Payment Methodology**

Claim Type	Number of Claims FY 2021 (FFS)	Number of Claims FY 2021 (Encounter)	Claim Form	Claim Level	Payment Methodology
Inpatient - Hospital	21,258	137,543	UB04	Header	APR/DRG
Nursing Facility and Long Term Care	600,413	8,348	UB04	Header	Per diem
Hospice	17,636	2,986	UB04	Header	Rate
Pharmacy	1,946,257	7,535,193	NCPDP	Header	Point of Sale (POS)
Crossover Part A	58,697	0	UB04	Header	Crossover methodology (deductible, coinsurance)
Crossover Part B	2,474,789	0	CMS1500	Header	Crossover methodology (deductible, coinsurance)
Crossover Part B Outpatient	709,975	0	UB04	Header	Crossover methodology (deductible, coinsurance)
Outpatient - Hospital	288,165	1,127,172	UB04	Line	OPPS Fee Schedule
Laboratory and Radiology	102,534	374,519	CMS1500	Line	Fee Schedule
Mental Health	331,204	1,289,020	CMS1500	Line	Fee Schedule
Practitioner/Physician	4,834,178	3,706,443	CMS1500	Line	Fee Schedule
Vision and Hearing	42,170	232,308	CMS1500	Line	Fee Schedule
Medical Supply (DME)	174,954	284,965	CMS1500	Line	Fee Schedule
Transportation (Emergency Ambulance)	21,772	1,603,260	CMS1500	Line	Fee Schedule
Clinics (RHC/FQHC)	133,710	758,802	CMS1500	Line	Encounter Rate
Dental	77,635	1,345,343	2012 ADA	Line	Fee Schedule
Home Health	8,720	13,742	UB04	Line	Fee Schedule
Services	282,274	1,427,073	CMS1500	Line	Fee Schedule

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## Attachment F – Medical Expenditures by Category of Service

### Mississippi Division of Medicaid

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**Medical Expenditures by Category of Service  
 Past Three (3) Fiscal Years - FY 2019 to FY 2021  
 MR-O-01**

State Category of Service	Number of Claims Fiscal Year 2021	Fiscal Year End June 2019	Fiscal Year End June 2020	Fiscal Year End June 2021
INPATIENT HOSPITAL	20,646	\$169,051,927.04	\$158,827,751.07	\$139,382,737.69
OUTPATIENT HOSPITAL	276,992	\$106,910,410.87	\$98,492,113.35	\$101,685,175.58
LABORATORY AND RADIOLOGY	102,534	\$6,233,678.70	\$5,633,286.40	\$8,446,559.38
NURSING FACILITY	537,454	\$779,508,415.11	\$810,607,931.43	\$713,776,785.35
PHYSICIAN	570,084	\$62,804,701.73	\$60,284,597.39	\$66,580,581.31
HOME & COMM BASED SERVICES	4,202,377	\$450,830,183.22	\$487,711,436.01	\$462,190,236.32
HOME HEALTH SERVICES	8,685	\$1,416,183.59	\$1,369,114.65	\$1,387,027.41
SWING BED SKILLED CARE	32	\$107,951.24	\$248,123.46	\$105,174.48
MENTAL HEALTH CLINIC SERVICES	295,154	\$37,059,212.87	\$33,967,951.97	\$29,623,616.19
EPSDT SCREENING	30,533	\$3,604,259.92	\$3,971,060.81	\$3,002,218.51
EMERG/NON-EMERG TRANS	21,771	\$5,990,865.08	\$5,428,670.53	\$7,185,967.58
DENTAL SERVICES	33,000	\$4,963,644.08	\$3,938,417.24	\$4,255,082.40
EYEGLOSS SERVICES	29,279	\$2,969,323.88	\$2,597,146.51	\$2,675,286.08
DRUG SERVICES	1,875,203	\$122,711,998.35	\$120,612,535.54	\$128,506,158.20
DENTAL SCREENING	44,478	\$11,037,509.29	\$8,042,709.79	\$8,268,198.75
EYEGLOSS SCREENING	13,607	\$2,519,330.95	\$2,014,464.55	\$1,813,221.69
HEARING SCREENING	570	\$136,771.47	\$114,544.36	\$66,880.39
ICF - MENTAL RETARDATION (MR)	60,272	\$238,184,565.29	\$245,849,037.61	\$247,195,513.99
SWING BED INTER CARE FAC	41	\$386,837.80	\$237,646.94	\$154,596.87
RURAL HEALTH CLINIC	76,962	\$7,944,862.65	\$7,203,506.73	\$7,653,427.03
FEDERALLY QUALIFIED HEALTH CTR	52,344	\$3,997,601.97	\$3,702,036.87	\$3,750,405.07
MEDICAL SUPPLY (DME)	174,954	\$27,227,118.18	\$30,591,443.37	\$28,531,567.17
THERAPY SERVICES(OUTSIDE HH)	54,556	\$4,674,461.40	\$4,582,441.31	\$5,504,795.16
INPATIENT RESIDENTIAL PSYCH	2,687	\$30,930,459.36	\$15,770,732.34	\$18,703,947.64
INPATIENT FREE STANDING PSYCH	536	\$5,495,873.34	\$4,411,671.12	\$3,291,503.33
NURSE SERVICES	193,699	\$38,498,454.10	\$35,037,499.54	\$33,266,885.94
AMBULATORY SURGICAL CENTER	4,404	\$1,769,219.09	\$1,618,299.81	\$2,424,533.21
PERSONAL CARE SERVICES	54,729	\$11,055,090.58	\$9,404,477.12	\$7,356,530.79
HOSPICE	17,636	\$50,873,150.60	\$46,411,461.21	\$42,984,105.76
MENTAL HEALTH PRIVATE SERVICES	26,511	\$10,038,083.77	\$11,873,720.11	\$10,386,873.28
FAMILY PLANNING DRUG SERVICES	71,054	\$2,324,480.73	\$2,550,511.91	\$2,993,551.27
FREE STANDING DIALYSIS	11,022	\$3,668,046.34	\$4,029,605.65	\$4,394,328.33
MANAGED CARE CAP PAYMENTS	5,791,115	\$2,510,516,734.90	\$2,689,077,846.55	\$2,854,268,580.33
CROSSOVER PART A INPATIENT	35,944	\$54,618,134.27	\$56,156,053.05	\$52,411,725.80

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**Medical Expenditures by Category of Service  
 Past Three (3) Fiscal Years - FY 2019 to FY 2021  
 MR-O-01**

State Category of Service	Number of Claims Fiscal Year 2021	Fiscal Year End June 2019	Fiscal Year End June 2020	Fiscal Year End June 2021
CROSSOVER PART A SWINGBED	696	\$10,396.12	\$10,564.59	\$9,539.41
CROSSOVER PART A HOSPICE	3	\$0.00	\$0.00	\$0.00
CROSSOVER PART A LTC	20,883	\$2,737,504.45	\$1,533,856.95	\$984,066.76
CROSSOVER PART A PSYCH HOSP	1,167	\$727,357.75	\$929,910.31	\$864,408.97
CROSSOVER PART A PSYCH RES	4	\$0.00	\$575.27	\$1,650.00
CROSSOVER PART B OUTPATIENT	665,220	\$87,336,879.96	\$89,695,130.15	\$77,427,717.99
CROSSOVER PART B DME	264,832	\$14,541,392.53	\$14,071,009.39	\$13,570,774.36
CROSSOVER PART B TRANSPORT	99,182	\$10,628,851.74	\$10,103,809.86	\$9,611,783.53
CROSSOVER PART B PSYCH OP	390	\$12,210.98	\$11,437.78	\$9,581.42
CROSSOVER PART B DIALYSIS	44,651	\$24,947,951.77	\$26,176,530.05	\$21,735,439.69
CROSSOVER PART B PHYSICIAN	2,110,369	\$46,662,763.35	\$46,861,546.31	\$43,654,193.65
MYPAC SERVICE	9,539	\$10,757,683.90	\$2,740,505.95	\$3,429,920.68
INPATIENT PEDIATRIC LTC HOSP	2	\$0.00	\$0.00	\$7,072.82
CROSSOVER PART A PED LTC HOSP	0	\$0.00	\$0.00	\$0.00
PRESCRIBED PED EXT CARE CENTER	15,162	\$8,168,087.65	\$9,530,140.68	\$10,085,147.04
MANAGED CARE CHIP CAP PAYMENT	577,995	\$143,452,406.97	\$155,419,094.82	\$157,424,081.00
UNKNOWN	351	\$1,001.47	\$51,685.65	\$20,623.29
FINANCIAL CLAIMS	0	\$937,842,099.60	\$657,559,647.11	\$522,704,249.44
<b>State - Total</b>	<b>18,501,311</b>	<b>\$6,057,886,130.00</b>	<b>\$5,987,065,291.17</b>	<b>\$5,865,764,028.33</b>

**Attachment G - 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: \_\_\_\_\_

Bidder may submit as many references as desired by submitting as many additional copies of Attachment G, References, as deemed necessary. References will be contacted in order listed until two references have been contacted and Reference Score Sheets completed for each of the two references. Bidders are encouraged to submit additional references to ensure that at least two references are available.

## **Attachment H - 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;

"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



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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
  - 2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

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

**Attachment I - 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

**Attachment J - Certifications and Assurances**

I/We make the following certifications and assurances as a required element of the bid/IFB 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 Bid/IFB.

**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 bid document may be cause for rejection of the bid.***

**Attachment K - Model Score Sheet**

Procurement: \_\_\_\_\_ Date: \_\_\_\_\_  
 Reference Name: \_\_\_\_\_ Title: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
 Subject: Past Performance Survey of: \_\_\_\_\_  
*(Name of Bidder Organization)*

The Mississippi Division of Medicaid (DOM) requests past performance information on contractors. The entity listed above has listed you as a client for which they have previously performed work. DOM appreciates your time in completing this survey. Rate each of the criteria on a scale of 1 to 5, with 5 representing that you were very satisfied and 1 representing that you were very unsatisfied.

Project Name: \_\_\_\_\_  
 What were the core objectives associated with this project?  
 \_\_\_\_\_  
 \_\_\_\_\_

Project Cost: \_\_\_\_\_

Implementation Date: \_\_\_\_\_

#	CRITERIA	RATING / RESPONSE	COMMENTS
1	On a scale of 1 to 5, how would you rate your satisfaction with the Contractor's ability to obtain contract goals and objectives?		
2	On a scale of 1 to 5, how would you rate your satisfaction with the Contractor's ability to implement the project within budget and on schedule?		
3	On a scale of 1 to 5, how would you rate your satisfaction with the Contractor on the following:		
	Corporate experience relevant to the project?		
	Professionalism?		
	Staff Qualifications?		

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#	CRITERIA	RATING / RESPONSE	COMMENTS
	Cooperation / Flexibility?		
4	On a scale of 1 to 5, how would you rate your satisfaction with the Contractor's ability to operate the day-to-day functions of the project?		
5	On a scale of 1 to 5, how would you rate your satisfaction with the Contractor's ability to access project risks and provide solutions?		
6	On a scale of 1 to 5, how would you rate your satisfaction with the Contractor's ability to adhere to contract requirements?		
7	On a scale of 1 to 5, how would you rate your satisfaction with the Contractor's approach to problem identification and resolution?		
8	On a scale of 1 to 5, how would you rate your satisfaction with the Contractor's software capabilities?		
9	On a scale of 1 to 5, how would you rate your satisfaction with the Contractor's work product?		
10	On a scale of 1 to 5, how would you rate your satisfaction with the Contractor's ability to communicate with your organization's staff members?		

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Additional Comments

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